

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 124
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-06-R-0049		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b>	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ AFSC AMSF5-CCF-L ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

<b>10. For Information Call:</b>	<b>Name</b> SHELLY ROBACKER <b>E-mail address:</b> SHELLY.ROBACKER@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-5237
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**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	
				<b>18. Offer Date</b>	

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0049 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 124
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

**\*\*THIS IS A DRAFT REQUEST FOR PROPOSAL\*\***

REQUEST FOR PROPOSAL, W52P1J-06-R-0049, LOGISTICS CIVIL AUGMENTATION PROGRAM (LOGCAP IV), IS HEREIN ISSUED IN DRAFT FORM. THIS ISSUANCE IS NOT A REQUEST FOR PROPOSAL BUT IS AN INVITATION FOR INDUSTRY TO SUBMIT THEIR CONCERNS AND QUESTIONS REGARDING THIS RFP TO THE APPROPRIATE INDIVIDUALS. INTERESTED PARTIES ARE ENCOURAGED TO SUBMIT COMMENTS, BY EMAIL ONLY, TO THE PROCURING CONTRACTING OFFICER: JANET JACKSON, Contracting Officer at Janet.BurgettJackson@us.army.mil. or SHELLY ROBACKER, Contract Specialist at Shelly.Robacker@us.army.mil. (Alternate POC is Randy Bartholome, Contracting Officer at Randy.Bartholome@us.army.mil).

COMMENTS MUST BE RECEIVED BY CLOSE OF BUSINESS, 7 APRIL 2006. ALL QUESTIONS AND OR ISSUES WILL BE KEPT ANONYMOUS. THE QUESTIONS AND THEIR ANSWERS WILL BE POSTED TO THE LOGCAP WEBSITE: <http://www.afsc.army.mil/ac/aaais/ioc> .

Executive Summary

This Executive Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. Please retrieve all documents from the HQ, AFSC LOGCAP IV website: <http://www.afsc.army.mil/ac/aaais/ioc>.

This acquisition is being issued under the authority of the Federal Acquisition Regulation (FAR) Part 37, which describes the policy and procedures for procuring services in a performance based contracting environment. This solicitation will result in contracts for up to three LOGCAP IV contractors who will provide support on a global basis. These contracts will replace the current LOGCAP III contract. One of the outcomes of this multiple contractor approach is the decision to award a separate LOGCAP Planning and Support contract for worldwide and regional contingency planning and LOGCAP program support. This will be accomplished via a separate solicitation.

This request for proposals is to provide the LOGCAP combat support and combat service support (CS/CSS) augmentation to Combatant Commanders (COCOMs) and Army Service Component Commanders (ASCCs) throughout the full range of military operations. LOGCAP services are also available to support military services, coalition and/or multi-national forces, and other governmental/nongovernmental agencies. However, the Government reserves the right to make fewer or more awards or none based on the quality and quantity of proposals received and/or funding availability for this program. NOTE: The Government shall evaluate a maximum of one proposal from each offeror. The Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts will utilize Firm Fixed Price, Cost Plus Award Fee, Cost Plus Fixed Fee, Cost Plus No Fee, and Time and Materials Contracts. Each contract will be for a period of one (1) year with nine (9) one year options awarded at the government's discretion based on need, and performance of contractors. The NAICS code and size standard used for the LOGCAP IV solicitation is 561210 and the size standard is \$32.5M.

The contracts will contain subcontracting goals for small business as follows. These represent a percent of total contract costs, not of subcontract costs: Small Business 15%; Small Disadvantaged Business 5%; Women Owned Small Business 5%; Historically Underutilized Business Zone 3%; Service Disabled Veteran Owned Small Business 1%.

This will be a formal source selection with full and open competition, on a Best Value solicitation. The evaluation factors are: Management, Past Performance, Technical, and Cost. The relative order of importance: Management is more important than Past Performance or Technical, which are of equal importance. Past Performance or Technical individually is more important than Cost. All non-cost factors when combined are significantly more important than cost.

Each LOGCAP IV contractor may be required to execute logistics support in all types of environments on multiple task orders, simultaneously, in support of several dozen to tens of thousands of troops per task order in the following general areas: 1. Supply Operations, 2. Field Services, and 3. Other Operations/Services. (See Section C for a Performance Work Statement.) History has shown that a LOGCAP contractor must have the ability to recruit a large multinational workforce quickly, be familiar with international SOFAs and host country labor laws and customs, and support soldiers in austere, challenging, and dangerous areas

As part of IDIQ contracts, the Government must identify the minimum and maximum that will apply to each contract. The minimum funding for each of the Global LOGCAP IV contracts is for a core program office. Each offeror shall provide a staff, who will be responsible for keeping company internal plans and deployment lists current, and interacting with a separate planning/support contractor who will be updating the worldwide management and staffing plan and regional plans. The maximum permitted on each LOGCAP IV contract is \$5 billion per year.

The Planning Support contractor will require access to proprietary information of the LOGCAP IV contractors, and will be restricted from competing or participating in any manner in the LOGCAP IV contracts IAW FAR 9.507(to prevent any unfair competitive advantage). Refer to Organizational Conflict of Interest Clauses in sections A and H. All awardees under this LOGCAP solicitation will be required to permit this support contractor to have necessary access to its proprietary information, as outlined in the Performance Work Statement, and to enter into an agreement with the support contractor permitting such necessary access, and establishing proper protections (see FAR 9.505-4(b)).

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Due to the compelling nature of contingency operations, the ability to meet schedule will be essential. Offerors must be able to demonstrate the existence of a current U.S. facility clearance to the SECRET level IAW DoDD 5220.22, National Industrial Security Program Operating Manual. This SECRET level clearance may also apply to affiliates, team members, and subcontractors if they have access to classified information.

All offerors shall submit the required Facility Clearances for all entities who will be handling classified information (to include, but not limited to: subcontractors, teaming, and any joint ventures)(see Sections C and L). The documentation identifying the offerors Facility Clearance(s) shall be submitted by the proposal due date listed on the solicitation. The lack of the proper Facility Clearance(s) will remove the offeror from further consideration of a contract award.

For questions pertaining to this solicitation please contact Janet Jackson, Contracting Officer at Janet.BurgettJackson@us.army.mil or by phone (309) 782-4805, or Shelly Robacker, Contract Specialist at Shelly.Robacker@us.army.mil or phone (309) 782-5237.

\*\*\* END OF NARRATIVE A 001 \*\*\*

NOTICE ABOUT AFSC OMBUDSMAN

a. We have an Ombudsman Office here at The Army Field Support Command. Its purpose is to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition and to open another channel of communication with AFSC contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the contract specialist or the Procurement Contracting Officer (PCO).

c. The contract specialists name, phone number and address are on the cover page of this solicitation.

d. If the contract specialist or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army, AFSC  
1 Rock Island Arsenal  
ATTN: AMSFS-CG, Mr. Greg Kwinski (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3584  
Electronic Mail Address: greg.kwinski@us.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) AFSC solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the contract specialist/PCO.

\*\*\* END OF NARRATIVE A 004 \*\*\*

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

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<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
LOCAL		

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.252-4500	FULL TEXT CLAUSES	AUG/2005
	LOCAL		

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (\*\*\*).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:  
<http://www.osc.army.mil/ac/aais/osc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

In accordance with the definition of "contract" in FAR 2.101, when discussing the obligations of the contractor in a task order, the term "contract" shall mean each task order , unless otherwise provided.

A-3 Organizational Conflict of Interest:

1. The Government intends to solicit worldwide LOGCAP planning/support services under W52P1J-06-R-0072 and worldwide LOGCAP IV services under W52P1J-06-R-0049. In order to avoid an organizational conflict of interest (OCI) that would result from allowing a LOGCAP IV contractor to also be the planning/support contractor, offerors are prohibited from receiving an award under Solicitation W52P1J-06-R-0072 and from otherwise performing under the planning/support contract pursuant to Clause H-18. The Government reserves the right to reject any offer it considers to represent an OCI. Your attention is directed to FAR 9.5 for further information on OCIs and Clause H-18 for detailed OCI contract restrictions/requirements.

2. Submission of an offer under this solicitation, and acceptance of a contract constitute authority for Government officials to release necessary proprietary information to the LOGCAP planning/support contractor awarded under solicitation W52P1J-06-R-0072. The contractor shall immediately upon award negotiate and execute an agreement with the planning/support contractor to permit access to necessary proprietary information, to protect against improper release of such information by the planning/support contractor in accordance with FAR 9.505-4, and to establish working relationships, cooperation, and joint participation in meeting LOGCAP planning and CS/CSS support needs. The agreements shall address, at a minimum, the following:

- (1) Identify the parties and their relationship;
- (2) Identify the program involved and the relevant Government contracts of the parties;
- (3) Describe contractor interfaces by general subject matter;
- (4) Specify categories of information to be exchanged or support to be provided;
- (5) Give expiration date (or event) of the agreement
- (6) State that if there is a conflict between the relevant Government contract(s) and the agreement, the contract(s) govern(s); and
- 7) Have an agreement to protect proprietary data, including restrictions on employees.

A copy of this agreement shall be made available to the Contracting Officer

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A-4 FACILITY CLEARANCE:

All offerors shall submit the required Facility Clearances for all entities who will be handling classified information (to include, but not limited to: subcontractors, teaming, and any joint ventures)(see Sections C and L). The documentation identifying the offerors Facility Clearance(s) shall be submitted by the proposal due date listed on the solicitation. The lack of the proper Facility Clearance(s) will remove the offeror from further consideration of a contract award.

\*\*\* END OF NARRATIVE A 003 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>LOGCAP IV</u></p> <p>SECURITY CLASS: Unclassified</p> <p>SEE SECTION B NARRATIVE FOR CLINS</p> <p>(End of narrative A001)</p> <p>See Section D of this solicitation</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

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**Name of Offeror or Contractor:**

B.1 All contract requirements will be awarded by Individual Task Order.

B.2. Please note the CLIN numbering system is as follows: Base year begins with zeros, i.e., 0001 through 0010. Option years begin with 1 and are consecutive for each option year i.e., 1001, 2001, and 3001 and 4001.

B.3. In task orders where initially fluctuating requirements stabilize, the Government reserves the right to convert from a Cost Reimbursable or Time and Materials to Fixed Price task order.

Base Year Requirement

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
0001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate) PWS paragraph	To Be Determined
0002	Program Office/Planning PWS paragraph	\$ _____
0003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate) PWS paragraph	To Be Determined
0004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
0004AA	Operations Security Plan	\$ NSP \$ NSP
0004AB	Project Schedules	\$ NSP \$ NSP
0004AC	Trip/Minutes Reports	\$ NSP \$ NSP
0004AD	Daily EVENT SITREP	\$ NSP \$ NSP
0004AE	Exercise Reports	\$ NSP \$ NSP
0004AF	Event Lessons Learned Reports	\$ NSP \$ NSP
0004AG	Event After Action Reports	\$ NSP \$ NSP
0004AH	Advance Travel Reports	\$ NSP \$ NSP
0004AI	Cost Status Report	\$NSP \$ NSP
0004AJ	Spend Plan	\$NSP \$ NSP
0004AK	Material Condition Status Report	\$NSP \$ NSP

Name of Offeror or Contractor:

0004AL Accident Report	\$NSP \$ NSP
0004AM Quality Control Plan	\$NSP \$ NSP
0004AN Safety and Health Plan	\$NSP \$ NSP
0005 Travel	To Be Determined
As Needed (Cost Reimbursable)	
(Not to Exceed)	

OPTION YEAR 1 REQUIREMENTS

CLIN	ITEM DESCRIPTION	TOTAL AMOUNT
1001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
1002	Program Office/Planning	\$_____
1003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
1004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
1004AA	Operations Security Plan	\$ NSP \$ NSP
1004AB	Project Schedules	\$ NSP \$ NSP
1004AC	Trip/Minutes Reports	\$ NSP \$ NSP
1004AD	Daily EVENT SITREP	\$ NSP \$ NSP
1004AE	Exercise Reports	\$ NSP \$ NSP
1004AF	Event Lessons Learned Reports	\$ NSP \$ NSP
1004AG	Event After Action Reports	\$ NSP \$ NSP
1004AH	Advance Travel Reports	\$ NSP \$ NSP



Name of Offeror or Contractor:

1004AI	Cost Status Report	\$NSP	\$ NSP
1004AJ	Spend Plan	\$NSP	\$ NSP
1004AK	Material Condition Status Report	\$NSP	\$ NSP
1004AL	Accident Report	\$NSP	\$ NSP
1004AM	Quality Control Plan	\$NSP	\$ NSP
1004AN	Safety and Health Plan	\$NSP	\$ NSP
1005	Travel	To Be Determined	
	As Needed (Cost Reimbursable)		
	(Not to Exceed)		
OPTION YEAR 2 REQUIREMENTS			
CLIN	ITEM DESCRIPTION	TOTAL AMOUNT	
2001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined	
2002	Program Office/Planning	\$_____	
2003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined	
2004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP	
2004AA	Operations Security Plan	\$ NSP \$ NSP	
2004AB	Project Schedules	\$ NSP \$ NSP	
2004AC	Trip/Minutes Reports	\$ NSP \$ NSP	
2004AD	Daily EVENT SITREP	\$ NSP \$ NSP	
2004AE	Exercise Reports	\$ NSP \$ NSP	

Name of Offeror or Contractor:

2004AF Event Lessons Learned Reports	\$ NSP \$ NSP
2004AG Event After Action Reports	\$ NSP \$ NSP
2004AH Advance Travel Reports	\$ NSP \$ NSP
2004AI Cost Status Report	\$NSP \$ NSP
2004AJ Spend Plan	\$NSP \$ NSP
2004AK Material Condition Status Report	\$NSP \$ NSP
2004AL Accident Report	\$NSP \$ NSP
2004AM Quality Control Plan	\$NSP \$ NSP
2004AN Safety and Health Plan	\$NSP \$ NSP
2005 Travel	To Be Determined
As Needed (Cost Reimbursable)	
(Not to Exceed)	

OPTION YEAR 3 REQUIREMENTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
3001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
3002	Program Office/Planning	\$_____
3003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
3004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
3004AA	Operations Security Plan	\$ NSP \$ NSP
3004AB	Project Schedules	\$ NSP \$ NSP

3004AC Trip/Minutes Reports	\$ NSP \$ NSP
3004AD Daily EVENT SITREP	\$ NSP \$ NSP
3004AE Exercise Reports	\$ NSP \$ NSP
3004AF Event Lessons Learned Reports	\$ NSP \$ NSP
3004AG Event After Action Reports	\$ NSP \$ NSP
3004AH Advance Travel Reports	\$ NSP \$ NSP
3004AI Cost Status Report	\$NSP \$ NSP
3004AJ Spend Plan	\$NSP \$ NSP
3004AK Material Condition Status Report	\$NSP \$ NSP
3004AL Accident Report	\$NSP \$ NSP
3004AM Quality Control Plan	\$NSP \$ NSP
3004AN Safety and Health Plan	\$NSP \$ NSP
3005 Travel	To Be Determined
As Needed (Cost Reimbursable)	
(Not to Exceed)	

OPTION YEAR 4 REQUIREMENTS

CLIN	ITEM DESCRIPTION	TOTAL AMOUNT
4001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
4002	Program Office/Planning	\$_____
4003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined

Name of Offeror or Contractor:

4004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
4004AA	Operations Security Plan	\$ NSP \$ NSP
4004AB	Project Schedules	\$ NSP \$ NSP
4004AC	Trip/Minutes Reports	\$ NSP \$ NSP
4004AD	Daily EVENT SITREP	\$ NSP \$ NSP
4004AE	Exercise Reports	\$ NSP \$ NSP
4004AF	Event Lessons Learned Reports	\$ NSP \$ NSP
4004AG	Event After Action Reports	\$ NSP \$ NSP
4004AH	Advance Travel Reports	\$ NSP \$ NSP
4004AI	Cost Status Report	\$NSP \$ NSP
4004AJ	Spend Plan	\$NSP \$ NSP
4004AK	Material Condition Status Report	\$NSP \$ NSP
4004AL	Accident Report	\$NSP \$ NSP
4004AM	Quality Control Plan	\$NSP \$ NSP
4004AN	Safety and Health Plan	\$NSP \$ NSP
4005	Travel As Needed (Cost Reimbursable) (Not to Exceed)	To Be Determined
OPTION YEAR 5 REQUIREMENTS		
CLIN	ITEM DESCRIPTION	TOTAL AMOUNT
5001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
5002	Program Office/Planning	\$_____

Name of Offeror or Contractor:

5003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
5004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
5004AA	Operations Security Plan	\$ NSP \$ NSP
5004AB	Project Schedules	\$ NSP \$ NSP
5004AC	Trip/Minutes Reports	\$ NSP \$ NSP
5004AD	Daily EVENT SITREP	\$ NSP \$ NSP
5004AE	Exercise Reports	\$ NSP \$ NSP
5004AF	Event Lessons Learned Reports	\$ NSP \$ NSP
5004AG	Event After Action Reports	\$ NSP \$ NSP
5004AH	Advance Travel Reports	\$ NSP \$ NSP
5004AI	Cost Status Report	\$NSP \$ NSP
5004AJ	Spend Plan	\$NSP \$ NSP
5004AK	Material Condition Status Report	\$NSP \$ NSP
5004AL	Accident Report	\$NSP \$ NSP
5004AM	Quality Control Plan	\$NSP \$ NSP
5004AN	Safety and Health Plan	\$NSP \$ NSP
5005	Travel As Needed (Cost Reimbursable) (Not to Exceed)	To Be Determined

OPTION YEAR 6 REQUIREMENTS

CLIN	ITEM DESCRIPTION	TOTAL AMOUNT
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Name of Offeror or Contractor:

6001 Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
6002 Program Office/Planning	\$ _____
6003 Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
6004 Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
6004AA Operations Security Plan	\$ NSP \$ NSP
6004AB Project Schedules	\$ NSP \$ NSP
6004AC Trip/Minutes Reports	\$ NSP \$ NSP
6004AD Daily EVENT SITREP	\$ NSP \$ NSP
6004AE Exercise Reports	\$ NSP \$ NSP
6004AF Event Lessons Learned Reports	\$ NSP \$ NSP
6004AG Event After Action Reports	\$ NSP \$ NSP
6004AH Advance Travel Reports	\$ NSP \$ NSP
6004AI Cost Status Report	\$NSP \$ NSP
6004AJ Spend Plan	\$NSP \$ NSP
6004AK Material Condition Status Report	\$NSP \$ NSP
6004AL Accident Report	\$NSP \$ NSP
6004AM Quality Control Plan	\$NSP \$ NSP
6004AN Safety and Health Plan	\$NSP \$ NSP
6005 Travel As Needed (Cost Reimbursable) (Not to Exceed)	To Be Determined

OPTION YEAR 7 REQUIREMENTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
7001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
7002	Program Office/Planning	\$_____
7003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
7004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
7004AA	Operations Security Plan	\$ NSP \$ NSP
7004AB	Project Schedules	\$ NSP \$ NSP
7004AC	Trip/Minutes Reports	\$ NSP \$ NSP
7004AD	Daily EVENT SITREP	\$ NSP \$ NSP
7004AE	Exercise Reports	\$ NSP \$ NSP
7004AF	Event Lessons Learned Reports	\$ NSP \$ NSP
7004AG	Event After Action Reports	\$ NSP \$ NSP
7004AH	Advance Travel Reports	\$ NSP \$ NSP
7004AI	Cost Status Report	\$NSP \$ NSP
7004AJ	Spend Plan	\$NSP \$ NSP
7004AK	Material Condition Status Report	\$NSP \$ NSP
7004AL	Accident Report	\$NSP \$ NSP
7004AM	Quality Control Plan	\$NSP \$ NSP

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7004AN Safety and Health Plan	\$NSP \$ NSP
7005 Travel As Needed (Cost Reimbursable) (Not to Exceed)	To Be Determined
OPTION YEAR 8 REQUIREMENTS	
<u>CLIN</u> <u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
8001 Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
8002 Program Office/Planning	\$_____
8003 Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
8004 Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
8004AA Operations Security Plan	\$ NSP \$ NSP
8004AB Project Schedules	\$ NSP \$ NSP
8004AC Trip/Minutes Reports	\$ NSP \$ NSP
8004AD Daily EVENT SITREP	\$ NSP \$ NSP
8004AE Exercise Reports	\$ NSP \$ NSP
8004AF Event Lessons Learned Reports	\$ NSP \$ NSP
8004AG Event After Action Reports	\$ NSP \$ NSP
8004AH Advance Travel Reports	\$ NSP \$ NSP
8004AI Cost Status Report	\$NSP \$ NSP
8004AJ Spend Plan	\$NSP \$ NSP
8004AK Material Condition Status Report	\$NSP \$ NSP



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8004AL Accident Report

\$NSP \$ NSP

8004AM Quality Control Plan

\$NSP \$ NSP

8004AN Safety and Health Plan

\$NSP \$ NSP

8005 Travel

To Be Determined

As Needed (Cost Reimbursable)

(Not to Exceed)

OPTION YEAR 9 REQUIREMENTS

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
9001	Exercise Participation (Cost Plus Fixed Fee/Cost Plus Award Fee/Firm Fixed Price-as appropriate)	To Be Determined
9002	Program Office/Planning	\$_____
9003	Event Execution (Cost Plus Award Fee/ Cost Plus Fixed Fee/ Firm Fixed Price-as appropriate)	To Be Determined
9004	Reports (CDRL in Section J, Attachment 002) (NSP-Not Separately Priced)	\$ NSP \$ NSP
9004AA	Operations Security Plan	\$ NSP \$ NSP
9004AB	Project Schedules	\$ NSP \$ NSP
9004AC	Trip/Minutes Reports	\$ NSP \$ NSP
9004AD	Daily EVENT SITREP	\$ NSP \$ NSP
9004AE	Exercise Reports	\$ NSP \$ NSP
9004AF	Event Lessons Learned Reports	\$ NSP \$ NSP
9004AG	Event After Action Reports	\$ NSP \$ NSP
9004AH	Advance Travel Reports	\$ NSP \$ NSP

9004AI Cost Status Report	\$NSP	\$ NSP
9004AJ Spend Plan	\$NSP	\$ NSP
9004AK Material Condition Status Report	\$NSP	\$ NSP
9004AL Accident Report	\$NSP	\$ NSP
9004AM Quality Control Plan	\$NSP	\$ NSP
9004AN Safety and Health Plan	\$NSP	\$ NSP
9005 Travel	To Be Determined	
As Needed (Cost Reimbursable)		
(Not to Exceed)		

\*\*\* END OF NARRATIVE B 001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

LOGISTICS CIVIL AUGMENTATION PROGRAM (LOGCAP) IV  
EXECUTING CONTRACT  
PERFORMANCE WORK STATEMENT

- 1.0 INTRODUCTION
  - 1.1 Scope
  - 1.2 Program Description
  - 1.3 Services To Be Provided
  - 1.4 Executive Agency
  - 1.5 Contract Administration
  - 1.6 Period of Performance
- 2.0 CONTRACTOR TASKS AND STAFFING REQUIREMENTS
  - 2.1 Program Management Office Staffing
  - 2.2 Planning Tasks
  - 2.3 Event Tasks
  - 2.4 Exercise Support
- 3.0 EXECUTING CONTRACTOR PROGRAM MANAGEMENT
  - 3.1 Security Clearance
  - 3.2 Travel
  - 3.3 English Language Requirement
  - 3.4 Standards of Conduct
  - 3.5 Quality Assurance/Control
  - 3.6 Access to Procedures, Records, Data, and Facilities
  - 3.7 Environmental
  - 3.8 Operational Security
  - 3.9 Personal Readiness Training
  - 3.10 Identification
  - 3.11 Contractor Provided Government Office Space.
  - 3.12 Transition
- 4.0 REPORTS
  - 4.1 General
  - 4.2 Reports to be Submitted

1.0 INTRODUCTION. This Performance Work Statement(PWS) describes the technical, functional and performance characteristics of the work to be performed by the LOGCAP IV Contractor. It identifies essential functions and provides standards that shall be evaluated in terms of quality and/or timeliness of output. It is possible that continuous need for any or all of the services described herein may not exist. The Government gives no assurance of a continuous need for these services or future requirements.

1.1 Scope. The purpose of this contract is to maximize resources and expertise of LOGCAP IV Contractors to provide a full range of life support and logistical support on a global basis. The contractor may deploy within the Continental United States (CONUS) in support of CONUS mobilization activities of deploying units or world-wide in support of events. Requirements shall focus on contingency skills and capabilities necessary to support Army or Department of Defense component; and to support U.S. Federal Government Inter-Agency requirements, and non-governmental and coalition forces requirements when such support is a mission or obligation of DOD and use of

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LOGCAP has been approved by Department of the Army. This scope does not intend to limit LOGCAP responses to only military operations.

1.2 LOGCAP Program Description. The principal objective of LOGCAP is to provide Combat Support and Combat Service Support (CS/CSS) to Combatant Commanders (COCOM) and Army Service Component Commanders (ASCC) during contingency operations. Support shall be provided throughout the full range of military operations and other operations as designated by Department of the Army within reasonable cost. LOGCAP services shall be authorized by the Department of the Army for use in supporting other military services, coalition and/or multinational forces, and other governmental/non-governmental agencies.

1.3 Services To Be Provided. The LOGCAP IV Contractor shall provide CS/CSS services identified in PWS requirements during events, provide planning input for inclusion in the World Wide Management and Staffing Plan (WMSP) and COCOM/ASCC plans, and participate in exercises as directed by the PCO. The requirements to be performed under this LOGCAP contract are often mission critical services for the United States military. It is therefore of the utmost importance that performance be both effective and efficient; for poor performance, management, or cost control can negatively impact the U.S. military's ability to execute its national defense objectives. Such critical performance by the contractor necessarily requires a significant confidence, faith, and trust that the contractor will protect the interests of the U.S. military in the performance of this contract, as well as protecting its own interest. The contractors responsibilities under this contract should be viewed in this vein.

1.4 Executive Agency. LOGCAP is an Army G4 Program. The U.S. Army Materiel Command (USAMC) is the executive agent for LOGCAP Program Management. The principal staff agency for day-to-day management and operation of this program is the Army Field Support Command (AFSC). AMC is responsible for all facets of the program from identification and inclusion of contract requirements through contract requirements execution, and the execution of an approved LOGCAP Plan in a designated theater of operations.

1.5 Contract Administration. Army Field Support Command (AFSC) Rock Island IL, is the contracting agency for the AMC LOGCAP Support Contract. As the Contracting Activity for this contract, they have the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. Responsibilities after award are in accordance with those defined in the contract, delegation letters, and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements. When authority is delegated to DCMA by the PCO, DCMA will perform contract administration functions based on individual Task Order delegation.

1.6 Period of Performance. The basic contract shall become effective on the date of award. All work to be performed shall be awarded by individual task orders in accordance with established ordering procedures. Each individual task order shall specify the period of performance to accomplish the Performance Work Statement (PWS) set forth in the task order.

2.0 Contractor Tasks and Staffing Requirements.

2.1 Program Management Staffing. The contractor shall staff a program management office at the contractors principal work site with personnel able to provide program management and oversight, clerical functions, pricing and financial analysis, project controls, contracts administration, deployable SAP accounting capability, and multi-functional logistics expertise. The office will contain a directory/list of all current LOGCAP team personnel and their location and geographical coverage.

2.2 Planning Tasks.

2.2.1 World-wide Management and Staffing Plan Input. On an annual basis, the LOGCAP IV Contractor may be required to provide business processes and cost estimates to support the WMSP scenario. Planning factors, scenario, CS/CSS requirements, shall be provided by the planning/support contractor through the PCO. Non-disclosure statements between contractors shall be exchanged as appropriate. WMSP input shall be required on annual basis. The LOGCAP contractor shall also maintain a supporting vendor database. LOGCAP IV Contractor input will be consolidated into the updated WMSP.

2.2.2 Other Plan Input. On an annual basis, the contractor may be required to provide COCOM/ASCC plan input as directed by the PCO by individual task order to facilitate realistic performance. The LOGCAP IV contractor may be required to visit the applicable AMC Army Field Support Brigades (AFSB) and COCOM/ASCC to perform data and information research on identified requirements.

2.3 Event Tasks.

2.3.1 Task Order Award Methodology. Team LOGCAP works with COCOM/ASCC to determine event requirements and forwards the PWS and supported unit request for a Rough Order Magnitude (ROM) cost estimate to the PCO. The PCO then forwards the PWS to each LOGCAP IV contractor and request a ROM and Technical Execution Plan (TEP). Final ROM and TEP shall be requested by the PCO with a 24 hour suspense. Upon receipt of all executing contractor ROM and TEP, the PCO then evaluates each ROM competitively, and determines which LOGCAP IV contractor shall be awarded the task order. Where time does not permit a competitive award of a task order, past performance and contractor availability shall be used to award the task order. Due to Federal fiscal law constraints, the contractor should notify the Contracting officer any time that they intend to purchase capitol equipment or engage in Construction, to ensure proper funds are available. The contractors proposals shall be sufficiently structured to permit visibility of construction and capitol equipment costs.

2.3.2 Services To Be Provided. The contractor shall be required to execute support in all types of environments on multiple task

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orders, simultaneously, in support of task order requirements, including, but not limited to, the following types of support: Notwithstanding the intent to have the contractor perform supply operations, it is not intended that the Government will order supplies for delivery to the Government under this contract. While the contractor is expected to obtain any supplies necessary to meet their obligations and perform operations and services identified in PWS requirements, Government supply requirements are not a part of this scope of work.

2.3.2.1 Supply Operations. Class I (Rations and Water), Class II (Organizational Clothing and Equipment and Administrative Supplies), Class III (Petroleum, Oil and Lubricants - both Bulk and Package), Class IV (Construction Materials), Class V (Ammunition - to include Ammunition Supply Point Operations), Class VI (Personal Demand Items), Class VII (Major Items), Class VIII (Medical Supplies), and Class IX (Repair Parts- to include Requisition, Receipt, Storage, Issue, Accountability, and Materiel Management).

2.3.2.2 Field Services. Clothing Exchange and Bath (CEB), Laundry, Clothing Repair, Food Service, Mortuary Affairs, Sanitation to include Hazardous Waste, Billeting, Facilities Management, Morale Welfare and Recreation (MWR), Information Management, Postal Operations, and Administration such as Personnel Support and Banking Support.

2.3.2.3 Other Operations/Services. Food Service, Maintenance Table of Distribution and Allowances (TDA) Equipment to include Automatic Data Processing Equipment (ADPE)/Office Equipment, and Tactical Equipment or components thereof - Unit through General Support (GS) Level; Transportation (Movement Control, Cargo Transfer, Motor Pool, Port/Ocean Terminal Operations, Line/Local Haul, Arrival/Departure Air Control Group (A/DACG)), to include all aspects of aviation; Medical Services (Supply, Maintenance, Transportation, Administration, and Vector Control Services); Engineering/Minor Construction; Signal (Telephone Cable Repair, Cable, Wire, and Antenna Installation, and Access to Communication Networks); Retrograde (Equipment and Materiel); and Power Generation and Distribution.

2.3.2.4 EVENT Participation Authority. Individual task orders will be awarded to initiate LOGCAP IV contractor participation in these EVENTS.

2.3.2.5 Rough Order of Magnitude Preparation. The Contractor shall develop a final TEP and ROM within 24 hours as directed by the PCO based on the final EVENT PWS. The Contractor shall also be prepared to brief their TEP and ROM to the supported CINC/ASCC in briefing format. Previously developed plans will be used to support the event as appropriate.

2.3.3 Contractor Deployment. The Contractor shall deploy an advance team to world-wide to support an EVENT upon PCO direction following Task Order award. The awarded task order shall fund deployment of the advance party. The Contractor advance party shall depart for the EVENT area within 72 hours after award of task order. The composition of the Contractor's advance team will be based upon a plan for an EVENT and any special requirements of the country or region.

2.3.4 Real Estate Acquisitions. Unless identified in the T.O. as Government Furnished, All real estate acquisitions leases or other actions necessary to support the Contractor's on-site operations will be the responsibility of the Contractor once approved by the PCO.

2.4 Exercise Support. Upon PCO direction, the LOGCAP IV Contractor may participate in Command Post Exercises (CPX), Field Training Exercises (FTX), and other exercises to verify the completeness and accuracy of the existing Worldwide Management and Staffing Plan and COCOM/ASCC Support Plans. The length and complexity of these exercises shall vary. The exercises shall test the Contractors logistics requirements determination ability, mobilization and deployment capability, subcontractor employment, support capabilities, materials availability, equipment, labor and the overall validity and workability of LOGCAP plan. The Contractor may be required to provide all personnel, equipment and facilities necessary to participate in the exercises as directed by the government. The Contractor may assist in the development of Master Scenario Events List (MSEL) items to exercise LOGCAP planning and execution, EVENT Performance Work Statement (PWS) development, Time-Phased Force Deployment Data (TPFDD) movement, command and control, and contractor management. The Contractor may be required to use planning document data to respond to the exercise scenario as necessary, and the Contractor may be required to present specific information relative to providing engineering/construction and logistical support to the scenario.

### 3.0 LOGCAP IV Contractor Program Management

3.1 Security Clearances: The contractor must be able to demonstrate the existence of a current U.S Facility Clearance to the SECRET level In Accordance With (IAW) Department of Defense Directive (DoDD) 5220.22, NISPOM. This SECRET level clearance also applies to affiliates, team members, and subcontractors if they have access to classified information. Individuals who require access to classified information or material must have an individual security clearance at the SECRET level. This clearance shall include both accesses to secure documents involving the SECRET classification, and storage capabilities to the same level. The contractor shall pay close attention to operational security issues (even for unclassified information if it is of value to the threat) and ensure proper marking and handling of any information that might be detrimental if publically released. Reference the following documents: a. AR 25-55, Freedom of Information Act (FOIA), b. AR 380-5, Department of the Army Information Security Program, c. Security Classification Guidance, Operation ENDURING FREEDOM and Operation NOBLE EAGLE, March 28, 2002, d. Executive Order 13292, Sec. 1.7., e. DoDI 5230.29.

3.2 Travel. Upon direction by the PCO, the Contractor shall perform site visit(s) at location(s) within or outside a COCOM/ASCC designated Area of Responsibility (AOR). The purpose of the visit(s) shall be to gather data, information, and sources (potential suppliers) required to assist the Contractor in developing plans or preparing to execute Task Order requirements. The Contractor may also be required to visit the applicable country/countries and/or regions to perform data, information, and sources (potential suppliers) research. Travel necessary for the performance of this contract shall be reimbursed IAW the PWS, FAR 31.205-46 and the Joint

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0049      MOD/AMD</p>	<p style="text-align: center;"><b>Page 22 of 124</b></p>
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Travel Regulations (JTR). Unscheduled travel shall require prior Government coordination and approval in writing by the Contracting Officer or his authorized representative.

3.3 English Language Requirement. All Contractor employees shall either be literate in English or shall have a translator available at all times to the extent of being able to read, write, speak, and understand the language in order to ensure all safety, health, security requirements are met. The contractor shall ensure communications are provided as necessary to understand instructions concerning equipment to the extent that performing his duties requires him to operate, maintain, repair, or in some way interact with the equipment and the customer.

3.4 Standards of Conduct. All contractor personnel or representatives shall comply with all applicable regulations in effect during the contract period. The Procuring Contracting Officer (PCO) may request that a Contractor be removed from the job site any contractor employee who endangers persons or property and/or whose continued employment is inconsistent with the interests of military security. Also, Contractor shall remove any employee whose conduct or appearance reflects disgrace or dishonor upon the Department of the Army. The Government reserves the right to require removal from the job site of any contractor employee who endangers persons or property, whose continued employment is inconsistent with the interests of military security, or whose presence deters the accomplishment of work. Furthermore, the Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (for example, employees without a valid driver license or not a legal resident of the United States). In such cases, the PCO shall advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal from the job site of a contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the specified tasks outlined herein. The contractor shall ensure continued performance notwithstanding the removal of any employee for the reasons set forth above, and the Government shall not be liable for the redeployment or replacement cost of the employee if the employee has been in theater less than 180 days.

3.5 Quality Control. The Contractor shall be responsible for the quality, technical, logistical and financial accuracy, and the coordination of all aspects of performance. As identified in each task order, the Contractor shall establish and maintain a written Quality Control Plan (QCP) to be available for the Government to review within 60 days of contract award to ensure the requirements of the contract are provided. Subcontracting or performance by other entities does not relive the prime contractor of their responsibility to ensure compliance with the terms of this contract, or their responsibility to provide the Government with information necessary to monitor performance and perform its obligations.

3.6 Access to Procedures, Records, Data, and Facilities. The Contractor shall allow the PCO or his duly authorized representatives access at any reasonable time to and the right to examine all facilities, records and data to include any of the Contractors books, documents, papers, or other records related to this contract. It is the intent that, throughout this contract, the Government has a fair and complete understanding of the contractors capability to provide support. As such, the contractor needs to cooperate with authorized Government personnel and support contractors in obtaining the necessary information to properly assess the contractors capability.

3.7 Environmental. Contractor personnel working on this contract are required to adhere to DODI 4715.5, as well as other DOD environmental guidance such as DODI 4715.4, DODI 4715.8, EO 12088, or DODD 4715.1E. In the absence of any negotiated standards or guidance, the contractor shall adhere to Host Country environmental practices and all applicable Host Country laws and regulations. In the further absence of Host Country law or regulation, the contractor shall follow United States Environmental Protection and Enhancement laws and regulations. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractors failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due.

3.8 Operational Security (OPSEC). Operations security (OPSEC) denies adversaries information about friendly intentions and capabilities, which they need to make competent decisions. Without prior knowledge of friendly actions, adversary leaders cannot act effectively to prevent friendly mission accomplishment. The contractor, as an adjunct of the Force, must therefore identify and protect information an adversary could use to defeat U.S. forces, if that adversary possessed it in a timely manner consistent with AR 530-1 and other OPSEC guidance. The contractor shall identify and train an individual on their staff to serve as their OPSEC officer, and shall ensure all task order activities and operations are consistent with the Command OPSEC program and shall coordinate OPSEC with the COCOM OPSEC staff proponent and ACO.

When required, Task Order specific OPSEC planning will be in accordance with AR 530-1, OPSEC. Defense Security Service (DSS) facility clearance is required for foreign country teaming, sub-contract, or joint venture corporate arrangements.

3.9 Personal Readiness Training. The Contractor shall comply with current DOD, DA, and HQ AMC PR training guidance found in DOD 2310.2 Personnel Recovery, DA Policy AR 350.1, and HQ AMC Policy, 31 March 2005, Personnel Recovery Training. This is mandatory pre-deployment theater entrance training and certification for all at risk personnel performing authorized DoD missions. The LOGCAP Contractor will certify compliance with all Personnel Recovery requirements for all U.S. National contractor personnel deployed or deploying to all overseas COCOM. Third Country Nationals (TCN) are not part of this mandatory training.

3.10 Identification. All contract personnel attending meetings, answering Government telephones, and working in other situations where

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their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that the contract personnel is a Government employee, or is an official representative of a Governmental organization. Such confusion can lead to improper and criminal release of information, and can jeopardize the contractors future ability to compete on other work. The contractor shall ensure that all employees wear badges (whether issued by the Government or a separate badge provided by the company) that clearly put others on notice that they are contractor employees. This shall be evident from a minimum distance of 10 feet (whether by color, large letters or other means). The contractor must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

3.11 Contractor Provided Government Office Space. A conference room at the contractor's principal work site that accommodates up to thirty (30) conferees will be made available to Government personnel on an "as-needed" basis. This facility must be able to host classified briefings and discussions. This space will be furnished and secured to the appropriate level as required. This equipment must be compatible with Government systems, or that which the PCO deems appropriate. The aforementioned will be accessible and available for the life of the contract. If necessary, during the operational phases of an EVENT, access to the office space, communications to Continental United States (CONUS), secure telephone, FAX machine, and telephone, for use by Government personnel will be available twenty four (24) hours per day, seven (7) days per week. The contractor will be required to provide technical support and maintenance of the equipment. The government will have access to the Contractor's Management Plan(s) and other support documents during these hours for the life of the EVENT. There will be a requirement for a secure container, approved for storage of classified documents up to the highest level of classification, that the PM or contractor will handle. The objective is to provide secure office space. The Contractor will reserve and ensure access to dedicated office space and equipment in the office, in which the Contractor's principal work is being performed, for use by Government personnel. The number of personnel may be increased and hours of operation based on Event/Contract requirements.

3.12 Transition. It is the intent of both the phase-in and phase-out provisions to allow seamless transition between contracts and allow for the cooperative transfer of task execution between contractors as needed. The phase-in and phase-out stipulations contained herein are considered part and parcel of the contract period. There shall be no separately stated costs or payments by the Government for costs that may be incurred by the contractor as a direct or indirect result of this phase-in and phase-out stipulation. All such costs shall be included in the basic contract or task order price. The phase-in period shall permit a new contractor to solidify the placement of all key personnel, establish their LOGCAP database as well as general familiarization procedures that shall enable full performance on any and all aspects of the PWS. The Contractor shall ensure during phase-in activities that contractor employees shall not interfere with any mission or task activities, all visits are coordinated in advance, and that the designated Government representative coordinates discussions between Government and contractor employees while they are on site. The Government reserves the right not to exercise any option period beyond the base year of the contract. In the event that an option period is not exercised for continued performance by the contractor, a 30 calendar day period shall be allowed for phase-out actions. The incumbent LOGCAP contractor shall permit any successor LOGCAP contract to observe and become familiar with operations under the Contract as appropriate. The incumbent contractor shall not defer needed work for the purpose of transferring responsibility to the successor contractor. The incumbent contractor shall fully cooperate with the successor and the Government so as not to interfere with the execution of task requirements under this contract.

4.0 REPORTS

4.1 General. The Contractor shall provide a copy of all LOGCAP Plans, reports, submittals, and briefings in electronic format (e-mail/File Transfer Protocol (FTP) /CD-ROM). The contractor shall provide a copy of all briefing given by or to the Contractor. The PCO or his delegated representative, prior to briefings/presentations, shall approve slides and items prepared by the Contractor for publication. Slides and/or Minutes of meetings or review (including on-board) conferences, and trip reports prepared by the Contractor for publication shall be approved by the Procuring Contracting Officer (PCO) prior to presentation. Minutes and trip reports shall include a complete summary and be in sufficient detail to identify reason for trip, dates, locations, points of contact, persons contracted, addresses, telephone numbers, attendees, directions received, areas of concern, accomplishments, action items and salient items of interest identified at the meeting or on the trip. The contractor shall provide to the PCO, for the life of the contract, activity summaries, trip reports and other reports listed throughout the PWS. The PCO may change the format required for these reports at any time during the life of the contract. All minutes or trip reports shall be submitted to the PCO within seven (7) calendar days of completing the meeting, conference or trip.

4.2 Report To Be Submitted. Reports shall be specified in the Contract Data Requirements List (CDRL). Following are reports required of the LOGCAP IV contractor:

- Operations Security Plan
- Project Schedules
- Trip Reports
- Daily Event Situation Report
- Exercise Report
- Event Lessons Learned Report
- Event After Action Report
- Cost Status Report
- Advance Travel Report
- Accident Report

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Quality Control Plan  
Safety and Health Plan  
Spending Plan  
Material Condition Status Report

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.247-4521 UNITIZATION/PALLETIZATION LOCAL		MAR/1988

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

SPECIFIC INSTRUCTIONS WILL BE PROVIDED IN EACH TASK ORDER.

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES-COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES-COST-REIMBURSEMENT	APR/1984
E-5	52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-6	52.246-10	INSPECTION OF FACILITIES	APR/1984
E-7	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Performance Assessment

Inspection and Acceptance. The inspection and acceptance of work performed may be at the site where work is performed. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance shall be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.) Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation as well as validated customer complaints. Corrective action for deficiencies shall be at the Government's discretion.

Appointment of Contracting Officers Representative (COR). The PCO shall designate individual(s) to act as the COR under any resultant Task Order. Letter from the PCO shall designate such representative with an information copy to the Contractor. The COR shall represent the PCO in the "TECHNICAL PHASES" of the work, BUT SHALL NOT BE AUTHORIZED to change any of the terms and conditions of the contract. The COR shall be in a liaison capacity to coordinate activities between the Contractor and the Government as required in the performance of work under each Task Order.

Inspection System. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

Performance Evaluation Meetings. Each Task Order shall specify the method and frequency of Performance Evaluation Meetings. The PCO or his representative shall hold these meetings as determined necessary. A mutual effort shall be made to resolve any and all problems identified.

Performance Requirements Summary (PRS). The purpose of the Performance Requirements Summary is to list contract requirements considered most critical to satisfactory performance of the contract requirements, and explain how the Government intends to evaluate and monitor the Contractor's performance for each identified requirement. The Government reserves the right to unilaterally alter its method of surveillance.

Performance Criteria. Acceptable and unacceptable contract performance shall be determined as outlined in the contract.

Rights and Remedies. The rights of the Government and remedies described in the Quality Assurance Section are in addition to all other

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rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services clause and the Termination for Default Clause.

DCMA. When delegated authority by the LOGCAP Director, DCMA will perform contract administration responsibilities as directed.

United States Army Corps Of Engineers (USACE) Contracting Officers Technical Representative (COTR). When requested, USACE COTR will be appointed for the purpose of accepting construction projects when completed, monitor construction projects in progress, and perform similar engineer technical tasks as necessary.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I	APR/1984
F-3	52.242-16	STOP-WORK ORDER-FACILITIES	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS-SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-8	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-9	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE I	MAR/2000
F-10	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE II	MAR/2000
F-11	52.211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ TO BE SPECIFIED IN EACH TASK ORDER per calendar day of delay.

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(End of clause)

(FF8023)

F-12	52.211-16	VARIATION IN QUANTITY	APR/1984
(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.			
(b) The permissible variation shall be limited to:			
2 percent increase			
2 percent decrease			
This increase or decrease shall apply to ANY AND ALL SUPPLIES UNLESS OTHERWISE DESIGNATED WITH INDIVIDUAL TASK ORDERS.			

(End of clause)

(FF7021)

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F-13	52.247-4531 LOCAL	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.
- (End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.217-7028 DFARS	OVER AND ABOVE WORK	DEC/1991
H-2	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-3	252.237-7022 DFARS	SERVICES AT INSTALLATIONS BEING CLOSED	MAY/1995
H-4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-5	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

\*\*\*

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")      ACT

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(End of clause)

(HA8704)

H-6	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
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(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that

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defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for

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ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
  - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
    - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
  - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
  - (i) The Contractor shall
    - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
    - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
  - (ii) The issuing agency code
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.



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(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

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**Name of Offeror or Contractor:**

(HA6001)

H-7	245.7310-1	DEMILITARIZATION	JUL/1996
	DFARS		

(a) DEMILITARIZATION. Item(s) WILL BE SPECIFIED IN TASK ORDER require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contract, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay theses excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the p;urchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contract exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of clause)

(HA6800)

H-8	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	LOCAL		
Schedule of Government Furnished Property			

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed FOR EACH TASK ORDER of this document for use in the performance of this contract.

(b) The property shall be delivered AND/OR TRANNSFERRED in accordance with the schedule set forth in the TASK ORDER.

(c) If the property is not received in accordance with the schedule set forth in EACH TASK ORDER, the Contractor shall immediately notify the Contracting Officer in writing.

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(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon THE REQUIREMENTS AT TIME OF award. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-9                    52.246-4557                    MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)                    JAN/1995  
LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office  
COMMANDER, U.S. ARMY FIELD SUPPORT COMMAND  
ATTN: AMSFS-CCF  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299-6500

2. Program Management  
U.S. ARMY FIELD SUPPORT COMMAND  
PM LOGCAP  
ATTN: AMSFS-CCF  
1 ROCK ISLAND ARSENAL  
ROCK ISLAND, IL 61299-6500

3. Send additional copies to  
NONE

(End of clause)

(HS6025)

H-10                    252.223-7006                    PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS                    NOV/1995  
DFARS                    (APR 1993) - ALTERNATE I

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(End of clause)

(HA7200)

H-11                    5152.225-74-                    CONTRACTORS ACCOMPANYING THE FORCE                    NOV/2003  
9000 AFARS

(a) General. (1) Performance of this contract may require deployment of Contractor Personnel in support of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment.

(2) For purposes of this clause, the term Contractor Personnel refers to the Contractors officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place.

(3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 102, DOD Dictionary of Military and Associated Terms) are familiar and comply with applicable: (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 7159 and Field Manual 3100.21; (ii) U.S., host country, local, and international laws and regulations; and (iii)

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treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract.

(4) The Contractor shall ensure that this clause is included in all subcontracts.

(b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status, working in the AO comply with all orders, directives, and instructions of the combatant command relating to noninterference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officers Representative, may direct the Contractor, at the Contractors own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(c) Contractor Personnel Administration. (1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(2) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows: (i) Upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO.

(3) Before deployment, the Contractor shall ensure that:

(i) All Contractor Personnel complete two DD Forms 93, Record of Emergency Data Card. One copy of the completed form shall be returned to the Government official specified by the Contracting Officers designated representative; the other shall be hand-carried by the individual employee to the AO.

(ii) All required security and background checks are completed.

(iii) All medical screening and requirements are met.

(4) The Contractor shall ensure that Contractor Personnel have completed all predeployment requirements specified by the Contracting Officers designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officers designated representative that these actions have been accomplished.

(5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death.

(d) Clothing and Equipment Issue. (1) To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, Chemical) protective clothing. The CONUS Replacement Center or the combatant command may provide to the Contractor Personnel military unique Organizational Clothing and Individual Equipment (OCIE) to ensure security and safety.

(2) All issued OCIE shall be considered Government Furnished Property, and will be treated in accordance with Government Furnished Property clauses included elsewhere in this contract.

(e) Weapons and Training. (1) Contractor Personnel may not possess privately owned firearms in the AO. The combatant command may issue weapons and ammunition to Contractor Personnel, with the employees companys consent as well as the individual employees consent, and may require weapons and other pre-deployment training.

(2) The Contractor shall ensure that Contractor Personnel follow all instructions by the combatant command, as well as applicable Military Service and DoD regulations, regarding possession, use, safety, and accountability of weapons and ammunition.

(3) All issued weapons, ammunition, and accessories (e.g., holsters) shall be considered Government Furnished Property. Upon redeployment or notification by the combatant command, the Contractor shall ensure that all Government issued weapons and unused ammunition are returned to the point of issue using a method that complies with Military Service regulations for issue and turn-in of firearms.

(f) Vehicle and Equipment Operation. (1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

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(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by the combatant command and shall be maintained in a safe operating condition.

(g) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

(h) Purchasing Limited Resources. When the Combatant Command establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate local purchases of goods and services designated as limited, in accordance with instructions provided by the Administrative Contracting Officer or the Contracting Officers designated representative.

(End of clause)

(HD7001)

H-12      5145.508-1      INVENTORIES UPON TERMINATION OR COMPLETION      SEP/1989  
AFARS

The contractor will be required to furnish the following at least 120 days prior to contract completion:

(a) A listing of all Government property required to support contractual follow-on requirements or other known requirements, including spares and mobilization readiness requirements. This listing shall identify the category, quantity, and acquisition cost of such property, i.e., IPE, OPE, ST, STE, agency-peculiar property, and material.

(b) Justification for retention of any Government property not currently in use (FAR 45.102(f)).

(End of clause)

(HD7011)

H-13      5101.602-2      AVAILABILITY OF FUNDS      OCT/2001  
AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of clause)

(HD7006)

H-14      52.223-4506      PERMITS AND LICENSES      DEC/2000  
LOCAL

(a) In addition, the contractor agrees to furnish the necessary information, supporting documents and certifications to enable the installation commander to make application for any permits or licensing deemed required.

(b) The contractor agrees to furnish all information needed to assist the installation commander in submitting recurring reports required by permits/licenses.

(End of clause)

(HS7340)

H-15      52.237-4501      ACCOUNTING FOR PERSONNEL      MAR/2001

As directed by the Contracting Officer or his/her representative, the Contractor shall report its employees by:

- (a) Last Name, First Name, Middle initial
- (b) Social Security Number
- (c) Name of Contract Company
- (d) Specialty
- (e) Area of Deployment
- (f) Duration of Deployment
- (g) Purpose of Deployment
- (h) Point of Contact for Deployment

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(i) Possession of any Specialized Equipment

In addition, the contractor should report whenever entering and leaving the area of operations to the AMC-Forward Commander who will disseminate via SITREP to the G4, Force Protection, theater PARC, and the Contracting Officer.

(End of clause)

(HS7800)

H-16            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

Section H, Special Contract Requirements-continued

H-17 Organizational Conflict of Interest.

1. While it is anticipated that each of the LOGCAP IV contractors will work closely with the planning/support contractor after contract award to execute the Government LOGCAP mission; the LOGCAP IV contractors are prohibited from performing under the planning/support contract (resulting from solicitation W52P1J-06-R-0072) as a planning/support prime contractor, subsidiary, subcontractor-at any tier, Joint Venture and/or any in any other business capacity that might result in an OCI. This prohibition will remain in effect throughout the life of the LOGCAP IV contract (through final pay) and will apply against the planning/support contract awarded under W52P1J-06-R-0072 and any successor planning/support contract(s) effective during the aforementioned prohibition period. Further, the contractor shall include this prohibition in all subcontracts for which terms are negotiated.

2. The contractor grants authority for Government officials to release necessary proprietary information to the LOGCAP planning/support contractor awarded under solicitation W52P1J-06-R-0072. The contractor shall immediately upon award negotiate and execute an agreement with the planning/support contractor to permit access to necessary proprietary information and to protect against improper release of such information by the planning/support contractor in accordance with FAR 9.505-4. The contractor shall ensure that this authority covers any proprietary information that may be required of subcontractors as well.

H-18 Compliance with Contract Requirements

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1. The contractor shall ensure compliance with all contract requirements. An election to perform by subcontract (at any tier) or otherwise does not relieve the prime contractor of its responsibilities to ensure compliance.
2. The contractor shall ensure that the Government has the right to take over any mission essential subcontracts directly if deemed by the Head of the Contracting Activity as necessary in the interest of National Defense.
3. The Government shall also have the right to use any and all data delivered to further the efficient prosecution of the contingency within the protections afforded under the Trade Secrets Act (18 USC 1905).

H-19 Special Provisions for Peacetime Contracts

1. The general guidance provided by this provision is not all- inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon theatre commanders guidance impacting on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual task orders. These provisions are in addition to other clauses in the contract, to include DFARS 252.225-7040. Any direct inconsistency between this clause and the cited DFARS clause shall be interpreted IAW the DFARS provisions.
2. In the event that the contractor deploys individuals into the area of operations in support of a contingency or exercise, the following conditions (H-21 through H-43) may apply:

H-20 Management

1. The contractor shall ensure that all personnel hired by or for the contractor will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the task order SOW.
2. The contracting officer is the only authorized official who shall increase, decrease, or alter the scope of work to be performed, and any orders or instructions interpreted by the contractor as impacting the scope or cost of the contract.
3. The contractor shall comply, and shall ensure that all deployed employees, subcontractors, subcontractors employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.
4. The contractor shall screen all employees and subcontractors in accordance with the current operational security screening standards for the AO where performance will occur.
5. The contractor shall pay close attention to operational security issues (even for unclassified information if it is of value to the threat) and ensure proper marking and handling of any information that might be detrimental if publically released. Reference the following documents: a. AR 25-55, Freedom of Information Act (FOIA), b. AR 380-5, Department of the Army Information Security Program, c. Security Classification Guidance, Operation ENDURING FREEDOM and Operation NOBLE EAGLE, March 28, 2002, d. Executive Order 13292, Sec. 1.7., e. DoDI 5230.29.
6. The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees and ensure compliance with the contract requirements. The Commander may bar employees or sub-contractors from their AO for improper conduct. The Contractor shall not hire, or transfer such employees subcontractors to work in other areas without notification to, and approval by, the Procuring Contracting Officer (PCO) explaining the circumstances and justifying the use of an otherwise barred employee or sub.
7. The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.
8. The contracting officer may direct the contractor, at the contractors expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H-21 Army Field Support brigade

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The contractor shall place all employees deploying to support this contract under administrative control of the designated Army Field Support Brigade, or equivalent AMC Forward Commander.

H-22 Risk Assessment and Mitigation

1. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.
2. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.
3. The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.
4. If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, or as directed by the contracting officer.
5. The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.
6. As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

H-23 Force Protection

While performing duties IAW the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, DLA) civilians in the operations area unless otherwise stated in each task order.

H-24 Central Processing and Departure Point

1. For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.
2. The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
3. The government at its discretion may provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees.

H-25 Standard Identification Cards

1. The contracting officer/AMC Forward point of contact shall identify to the contractor all identification cards and tags required for deployment.
2. The contracting officer/AMC Forward point of contact shall issue or shall inform the contractor where the identification cards and tags are to be issued.
3. The contracting officer/AMC Forward shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
4. The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
5. Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.



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H-26 Medical

1. The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
2. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
3. The government may require medical screening at the CONUS Replacement Center for FDA approved immunizations, which may include DNA sampling.
4. For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
5. The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations. This does not include local nationals under normal circumstances.
6. Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

H-27 Clothing and Equipment Issue

1. The contractor will ensure that his employees do not wear military clothing.
2. Contractors accompanying the force are not authorized to wear military uniforms, except for specific items required for safety and security. If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, and Chemical Defensive Equipment).
3. The contracting officer shall identify to the contractor the OCIE issue point and issue items.
4. Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
5. The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
6. The contractor shall ensure that all OCIE are returned to the government. Upon return of organizational clothing and individual equipment to the government, the contractor shall be responsible for requesting, maintaining, and providing to the contracting officer documentation demonstrating the return of issued organizational clothing and individual equipment to government control.
7. The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

H-28 Weapons and Training

1. Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition (M9 Pistols) for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with the rules of engagement. Also when accepted, only military issued ammunition may be used in the weapon.
2. Neither the contractor (which includes subcontractors at all levels), nor any employees, shall possess a firearm unless specifically approved IAW Theater Commander procedures. The Procuring Contracting Officer shall be provide a copy of any request to carry firearms. The contractor shall indemnify the Government for any liability that might arise as a result of improper possession or use of unauthorized firearms.
3. Prior to issuing any weapons to contractor employees, the government at its discretion may provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

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- The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition.
- Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.
- Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening will be presented to the contracting officer.
- The contracting officer will require the contractor to reimburse the government for weapons lost or damaged due to contractor negligence.

H-29 Vehicle and Equipment Operation

- The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.
- Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.
- The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.
- All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may at the PCO direction be required to conspicuously display the contractors logo and/or name on both sides of the vehicle.
- The contractor shall permit the Government to operate any equipment held under this contract if emergency or security situations prevent contractor operation and support to mission essential performance. The contractor shall not be responsible for damages directly resulting from such Government operation.

H-30 Passports, Visas and Customs

- The contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) necessary for performance.
- All contractor employees shall be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.
- Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

H-31 Reception, Staging, Onward Movement and Integration.

- Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander
- The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

H-32 Living under Field Conditions

As stated in DFAR 252.225-7040, the contractor is responsible for providing all support to its employees (including subcontractor employees) unless otherwise stated. However, the government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations. Such support must be specifically provided for in the contract or task order.

H-33 Morale, Welfare, Recreation

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Consistent with clause H-33, the government at its discretion may, consistent with the terms and conditions of the contract, provide to contractor employees (US citizens only) deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

**H-34 Status of Forces Agreement**

1. The contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements. The contractor shall verify its compliance if requested by the Contracting Officer.
2. (For Germany) The contractor is responsible for documenting technical expert status, as required.
3. The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

**H-35 Pay**

In the event the contractor must pay additional compensation above that established by Department of State standards for DOD civilians to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval by the Procuring Contracting Officer before incurring any additional compensation costs. The contractor shall furnish proper business case analysis to the contracting officer to substantiate any adjustment to the contract. Any such increases shall not be subject to fee.

**H-36 Tour of Duty/ Hours of Work**

1. The contracting officer shall provide the contractor with the anticipated duration of the deployment.
2. The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.
3. The contracting officer shall provide the contractor with anticipated work schedule.
4. The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.
5. The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

**H-37 On-Call Duty or Extended Hours**

1. The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.
2. The contractor shall be available to work on-call to perform mission essential tasks as directed by the contracting officer.
3. The contracting officer, or his/her designated representative, will identify the parameters of on-call duty.
4. If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

**H-38 Health and Life Insurance**

The contractor shall ensure that workers compensation insurance under the Defense Base Act is provided to its employees in the theater of operations, unless a proper waiver has been obtained.

**H-39 Next of Kin Notification**

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

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H-40 Return Procedures

1. Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
2. The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.
3. The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

H-41 Purchasing Resources

When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations.

H-42 Legal

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

H-43 Award Fee. An Award Fee Clause shall be included as part of this IDIQ Award.

H-44 KEY PERSONNEL

The Contractor shall designate by name and position title those key personnel which are considered to be essential to the work being performed under: (1) All CPAF phases of the work, and (2) All FFP phases of the work. Prior to diverting any of the specified individuals to other programs, the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The personnel listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate upon written consent of the Contracting Officer.

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.202-1	DEFINITIONS (DEC 2001) - ALTERNATE I	MAY/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 95) - ALTERNATE I	OCT/1995
I-7	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-10	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-2	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II	APR/1994
I-13	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-14	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-16	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-17	52.211-13	TIME EXTENSIONS	SEP/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-19	52.211-18	VARIATION IN ESTIMATED QUANTITY	APR/1984
I-20	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-21	52.215-2	AUDIT AND RECORDS-NEGOTIATION (JUN 99) - ALTERNATE I	JUN/1999
I-22	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-23	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-24	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-25	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-26	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-27	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-28	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-29	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-30	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-31	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-32	52.216-8	FIXED FEE	MAR/1997
I-33	52.216-9	FIXED FEE - CONSTRUCTION	MAR/1997
I-34	52.216-13	ALLOWABLE COST AND PAYMENT - FACILITIES	FEB/2002
I-35	52.216-14	ALLOWABLE COST AND PAYMENT - FACILITIES USE	APR/1984
I-36	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-37	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-38	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-39	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-40	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-41	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-42	52.222-3	CONVICT LABOR	JUN/2003
I-43	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/2005
I-44	52.222-6	DAVIS-BACON ACT	JUL/2005
I-45	52.222-7	WITHHOLDING OF FUNDS	FEB/1988
I-46	52.222-8	PAYROLLS AND BASIC RECORDS	FEB/1988
I-47	52.222-9	APPRENTICES AND TRAINEES	JUL/2005
I-48	52.222-10	COMPLIANCE WITH THE COPELAND ACT REQUIREMENTS	FEB/1988
I-49	52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL/2005
I-50	52.222-12	CONTRACT TERMINATION-DEBARMENT	FEB/1988
I-51	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB/1988
I-52	52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB/1988
I-53	52.222-15	CERTIFICATION OF ELIGIBILITY	FEB/1988
I-54	52.222-16	APPROVAL OF WAGE RATES	FEB/1988
I-55	52.222-17	LABOR STANDARDS FOR CONSTSRUCTION WORK-FACILITIES CONTRACTS	FEB/1988

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I-56	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-57	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-58	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-59	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-60	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB/1999
I-61	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-62	52.222-30	DAVIS-BACON ACT-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)	DEC/2001
I-63	52.222-32	DAVIS-BACON ACT-PRICE ADJUSTMENT (ACTUAL METHOD)	DEC/2001
I-64	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-65	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-66	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-67	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-68	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL/2005
I-69	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-70	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-71	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I	AUG/2003
I-72	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-73	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-74	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-75	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-76	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-77	52.224-2	PRIVACY ACT	APR/1984
I-78	52.225-3	BUY AMERICAN ACT-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT	JAN/2006
I-79	52.225-5	TRADE AGREEMENTS	JAN/2006
I-80	52.225-15	SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS	FEB/2000
I-81	52.225-16	SANCTIONED EUROPEAN UNION COUNTRY SERVICES	FEB/2000
I-82	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-83	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-84	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-85	52.227-3	PATENT INDEMNITY	APR/1984
I-86	52.227-4	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	APR/1984
I-87	52.227-9	REFUND OF ROYALTIES	APR/1984
I-88	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-89	52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) - ALTERNATE IV	JUN/1989
I-90	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-91	52.227-14	RIGHTS IN DATA-GENERAL	JUN/1987
I-92	52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE V	JUN/1987
I-93	52.227-17	RIGHTS IN DATA-SPECIAL WORKS	JUN/1987
I-94	52.228-1	BID GUARANTEE	SEP/1996
I-95	52.228-2	ADDITIONAL BOND SECURITY	OCT/1997
I-96	52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-97	52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-98	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-99	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-100	52.228-8	LIABILITY AND INSURANCE - LEASED MOTOR VEHICLES	MAY/1999
I-101	52.228-10	VEHICLE AND GENERAL PUBLIC LIABILITY INSURANCE	APR/1984
I-102	52.228-11	PLEDGES OF ASSETS	FEB/1992
I-103	52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC/1999
I-104	52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	SEP/2005
I-105	52.229-1	STATE AND LOCAL TAXES	APR/1984
I-106	52.229-2	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX	APR/1984
I-107	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-108	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-109	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-110	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998

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I-111	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-112	52.232-1	PAYMENTS	APR/1984
I-113	52.232-3	PAYMENTS UNDER PERSONAL SERVICES CONTRACTS	APR/1984
I-114	52.232-4	PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION RELATED SERVICE CONTRACTS	APR/1984
I-115	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP/2002
I-116	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG/2005
I-117	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005) - ALTERNATE II	FEB/2002
I-118	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-119	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-120	52.232-11	EXTRAS	APR/1984
I-121	52.232-17	INTEREST	JUN/1996
I-122	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-123	52.232-20	LIMITATION OF COST	APR/1984
I-124	52.232-21	LIMITATION OF COST (FACILITIES)	APR/1984
I-125	52.232-22	LIMITATION OF FUNDS	APR/1984
I-126	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-127	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I	APR/1984
I-128	52.232-25	PROMPT PAYMENT	OCT/2003
I-129	52.232-25	PROMPT PAYMENT (OCT 2003) - ALTERNATE I	FEB/2002
I-130	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	SEP/2005
I-131	52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT/1995
I-132	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-133	52.233-1	DISPUTES	JUL/2002
I-134	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-135	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-136	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN/1985
I-137	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-138	52.236-2	DIFFERING SITE CONDITIONS	APR/1984
I-139	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR/1984
I-140	52.236-5	MATERIAL AND WORKMANSHIP	APR/1984
I-141	52.236-6	SUPERINTENDANCE BY THE CONTRACTOR	APR/1984
I-142	52.236-7	PERMITS AND RESPONSIBILITIES	NOV/1991
I-143	52.236-8	OTHER CONTRACTS	APR/1984
I-144	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR/1984
I-145	52.236-10	OPERATIONS AND STORAGE AREAS	APR/1984
I-146	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR/1984
I-147	52.236-12	CLEANING UP	APR/1984
I-148	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-149	52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I	NOV/1991
I-150	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR/1984
I-151	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR/1984
I-152	52.236-17	LAYOUT OF WORK	APR/1984
I-153	52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR/1984
I-154	52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR/1984
I-155	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB/1997
I-156	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II	APR/1984
I-157	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I	APR/1994
I-158	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-159	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-160	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-161	52.241-2	ORDER OF PRECEDENCE - UTILITIES	FEB/1995
I-162	52.241-4	CHANGE IN CLASS OF SERVICE	FEB/1995
I-163	52.241-5	CONTRACTOR'S FACILITIES	FEB/1995
I-164	52.241-11	MULTIPLE SERVICE LOCATIONS	FEB/1995
I-165	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-166	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-167	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-168	52.242-13	BANKRUPTCY	JUL/1995

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I-169	52.242-14	SUSPENSION OF WORK	APR/1984
I-170	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-171	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE IV	APR/1984
I-172	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II	APR/1984
I-173	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE III	APR/1984
I-174	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-175	52.243-2	CHANGES (COST-REIMBURSEMENT) (AUG 1987) - ALTERNATE IV	APR/1984
I-176	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I	APR/1984
I-177	52.243-2	CHANGES (COST-REIMBURSEMENT) (AUG 1987) - ALTERNATE III	APR/1984
I-178	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II	APR/1984
I-179	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-180	52.243-4	CHANGES	AUG/1987
I-181	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-182	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-183	52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)	AUG/1998
I-184	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-185	52.245-1	PROPERTY RECORDS	APR/1984
I-186	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-187	52.245-3	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
I-188	52.245-7	GOVERNMENT PROPERTY (CONSOLIDATED FACILITIES)	MAR/1996
I-189	52.245-10	GOVERNMENT PROPERTY (FACILITIES ACQUISITION)	MAR/1996
I-190	52.245-11	GOVERNMENT PROPERTY (FACILITIES USE)	APR/1984
I-191	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-192	52.246-12	INSPECTION OF CONSTRUCTION	AUG/1996
I-193	52.246-13	INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG/1996
I-194	52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) - ALTERNATE III	APR/1984
I-195	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-196	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I	APR/1984
I-197	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-198	52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT	APR/1984
I-199	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-200	52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR/1984
I-201	52.247-17	CHARGES	APR/1984
I-202	52.247-18	MULTIPLE SHIPMENTS	APR/1984
I-203	52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR/1984
I-204	52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR/1984
I-205	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-206	52.248-1	VALUE ENGINEERING (FEB 2000) - ALTERNATE I	APR/1984
I-207	52.248-3	VALUE ENGINEERING - CONSTRUCTION	FEB/2000
I-208	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) - ALTERNATE I	APR/1984
I-209	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I	SEP/1996
I-210	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-211	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-212	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE 1	SEP/1996
I-213	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE V	SEP/1996
I-214	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV	SEP/1996
I-215	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE II	SEP/1996
I-216	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE III	SEP/1996
I-217	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-218	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I	APR/1984
I-219	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR/1984
I-220	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE II (APR 1984)	APR/1984
I-221	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE III	APR/1984
I-222	52.249-11	TERMINATION OF WORK (CONSOLIDATED FACILITIES OR FACILITIES ACQUISITION)	MAY/2004
I-223	52.249-11	TERMINATION OF WORK (CONSOLIDATED FACILITIES OR FACILITIES ACQUISITION) (MAY 2004) - ALTERNATE I	SEP/1996
I-224	52.249-12	TERMINATION (PERSONAL SERVICES)	APR/1984



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I-225	52.249-13	FAILURE TO PERFORM	APR/1984
I-226	52.249-14	EXCUSABLE DELAYS	APR/1984
I-227	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-228	52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984) - ALTERNATE I	APR/1984
I-229	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-230	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-231	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-232	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-233	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-234	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-235	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-236	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-237	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-238	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-239	252.204-7005 DFARS	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-240	252.204-7006 DFARS	BILLING INSTRUCTIONS	OCT/2005
I-241	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-242	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-243	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-244	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-245	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-246	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-247	252.222-7003 DFARS	PERMIT FROM ITALIAN INSPECTORATE OF LABOR	JUN/1997
I-248	252.222-7004 DFARS	COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS	JUN/1997
I-249	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-250	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-251	252.225-7004 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
I-252	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-253	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-254	252.225-7021 DFARS	TRADE AGREEMENTS	FEB/2006
I-255	252.225-7030 DFARS	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-256	252.225-7033 DFARS	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-257	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-258	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-259	252.227-7013	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995

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	DFARS		
I-260	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
	DFARS		
I-261	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED	JUN/1995
	DFARS	INFORMATION MARKED WITH RESTRICTIVE LEGENDS	
I-262	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
	DFARS		
I-263	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
	DFARS		
I-264	252.228-7003	CAPTURE AND DETENTION	DEC/1991
	DFARS		
I-265	252.229-7002	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
	DFARS		
I-266	252.229-7003	TAX EXEMPTIONS (ITALY)	JAN/2002
	DFARS		
I-267	252.229-7004	STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN)	MAR/1998
	DFARS		
I-268	252.229-7005	TAX EXEMPTIONS (SPAIN)	JUN/1997
	DFARS		
I-269	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
	DFARS		
I-270	252.229-7008	RELIEF FROM IMPORT DUTY (UNITED KINGDOM)	JUN/1997
	DFARS		
I-271	252.229-7009	RELIEF FROM CUSTOMS DUTY AND VALUE ADDED TAX ON FUEL (PASSENGER	JUN/1997
	DFARS	VEHICLES)(UNITED KINGDOM)	
I-272	252.229-7010	RELIEF FROM CUSTOMS DUTY ON FUEL (UNITED KINGDOM)	JUN/1997
I-273	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-274	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
	DFARS		
I-275	252.232-7006	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)	DEC/2003
	DFARS	- ALTERNATE A	
I-276	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
	DFARS		
I-277	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
	DFARS		
I-278	252.234-7001	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
	DFARS		
I-279	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
	DFARS		
I-280	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
I-281	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
	DFARS		
I-282	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
	DFARS		
I-283	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-284	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-285	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
I-286	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
	DFARS		
I-287	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
	DFARS		
I-288	252.251-7001	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND	DEC/1991
	DFARS	RELATED SERVICES	
I-289	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS	JUL/2005
		CONCERNS	

\*\*\*

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in

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which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

\*\*\*

(End of clause)

(IF8005)

I-290      52.248-1      VALUE ENGINEERING      FEB/2000

\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_\_ (CONTRACT NUMBER SHALL BE INSERTED BY CONTRACTOR), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-291      52.209-1      QUALIFICATION REQUIREMENTS      FEB/1995

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

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Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

(IF6011)

I-292            52.211-10            COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK            APR/1984

The Contractor shall be required to (a) commence work under this contract within 72 HOURS after the date the Contractor receives the notice to proceed, AND (b) prosecute the work diligently. The time stated for TASK ORDER PERIOD OF PERFORMANCE (POP) completion shall include final cleanup of the premises.

(End of clause)

(IF6012)

I-293            52.211-12            LIQUIDATED DAMAGES-CONSTRUCTION            SEP/2000

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government OF UP TO 5% OF TOTAL CONSTRUCTION COSTS for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

(IF6014)

I-294            52.215-21            REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST            OCT/1997  
OR PRICING DATA-MODIFICATIONS (OCT 97) - ALTERNATE I

\*\*\*

(b)(1) The Contractor shall submit cost or pricing data and supporting attachments in the following format: AS OUTLINED IN SECTION L.

(specify format for cost or pricing data other than the format required by Table 15-2 of FAR 15.804-6(b))

\*\*\*

(End of clause)

(IF6101)

I-295            52.215-21            REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST            OCT/1997  
OR PRICING DATA-MODIFICATIONS (OCT 1997) - ALTERNATE III

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c. Submit the cost portion of the proposal via the following electronic media: electronic spreadsheet.

(End of clause)

(IF6103)

I-296      52.216-5      PRICE REDETERMINATION--PROSPECTIVE      OCT/1997  
\*\*\*

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract FOR 1 YEAR, and the second and succeeding periods shall BE AWARDED AS OPTION PERIODS FOR A PERIOD NOT TO EXCEED 1 YEAR EACH.The parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than 7 nor less than 3 days before the end of each redetermination period, except the last, the Contractor shall submit-

(i) Basis of estimate data as requested by the PCO.

(ii) A statement of all costs incurred in performing this contract through the end of the month before the submission of proposed prices in the format of Table 15-2, FAR 15.408 (or any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

\*\*\*  
(End of clause)

(IF6059)

I-297      52.216-16      INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997) ALTERNATE I      OCT/1997  
\*\*\*

(End of clause)

(IF6042)

I-298      52.216-18      ORDERING      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the PROCURING CONTRACTING OFFICER (PCO). Such orders may be issued from DATE OF AWARD through 10 YEARS AFTER DATE OF AWARD UNDER THE OPTION YEARS. ORDERS MAY BE ISSUED ORALLY, BY FACSIMILE, OR BY ELCTRONIC COMMERCE METHODS BY THE CONTRACTING OFFICER.

\*\*\*  
(End of clause)

(IF6088)

I-299      52.216-19      ORDER LIMITATIONS      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of Not Applicable;

(2) Any order for a combination of items in excess of Not Applicable; or

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(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (Not Applicable) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-300                      52.216-22                      INDEFINITE QUANTITY                      OCT/1995  
\*\*\*

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after AS SPECIFIED IN EACH TASK ORDER.

(End of clause)

(IF6097)

I-301                      52.216-24                      LIMITATION OF GOVERNMENT LIABILITY                      APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the amount expressed in individual task orders.

(b) The maximum amount for which the Government shall be liable if this contract is terminated will be designated in individual task orders.

(End of clause)

(IF6056)

I-302                      52.216-25                      CONTRACT DEFINITIZATION                      OCT/1997  
\*\*\*

(a) A Cost Reimbursable or Firm Fixed Price definitive contract is contemplated. The Contractor agrees to submit a cost and fee or fixed price proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is TO BE DETERMINED IN EACH UNDEFINITIZED TASK ORDER.  
\*\*\*

(End of clause)

(IF6450)

I-303                      52.217-8                      OPTION TO EXTEND SERVICES                      NOV/1999  
\*\*\*

The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS OF EXPIRATION OF THE CONTRACT PERIOD.

(End of clause)

(IF6096)

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I-304                      52.217-9                      OPTION TO EXTEND THE TERM OF THE CONTRACT                      MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

(IF6066)

I-305                      52.222-2                      PAYMENT FOR OVERTIME PREMIUMS                      JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed AS DETERMINED IN EACH TASK ORDER or the overtime premium is paid for work--

\*\*\*

(End of clause)

(IF6048)

I-306                      52.222-23                      NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION                      FEB/1999

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade

WILL BE SPECIFIED IN TASK ORDER IF APPLICABLE

Goals for female participation for each trade

WILL BE SPECIFIED IN TASK ORDER IF APPLICABLE

\*\*\*

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS IF APPLICABLE.

(End of provision)

(IF6021)

I-307                      52.222-26                      EQUAL OPPORTUNITY (APR 2002) - ALTERNATE I                      FEB/1999  
Notice. The following terms of this clause are waived for this contract: WILL BE SPECIFIED IN TASK ORDER.

\*\*\*

(End of clause)

(IF6064)

I-308                      52.222-31                      DAVIS-BACON ACT-PRICE ADJUSTMENT (PERCENTAGE METHOD)                      DEC/2001  
\*\*\*

(b)(1) The Contracting Officer has determined that the portion of the contract price or contract unit price(s) containing labor costs subject to the Davis-Bacon Act WILL BE DETERMINED AT THE TASK ORDER LEVEL IF APPLICABLE.

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(b)(2) The Contracting Officer will increase the portion of the contract price or contract unit price(s) containing the labor costs subject to the Davis-Bacon Act by the percentage rate published in [Contracting Officer insert publication], AT THE TIME OF TASK ORDER AWARD IF APPLICABLE.

\*\*\*  
(End of clause)

(IF6700)

I-309            52.222-35            EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE            DEC/2001  
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I  
NOTICE: The following term(s) of this clause are waived for this contract:WILL BE SPECIFIED IN TASK ORDER .

(End of clause)

(IF6044)

I-310            52.222-36            AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) -            JUN/1998  
ALTERNATE I  
NOTICE: The following term(s) of this clause are waived for this contract: WILL BE SPECIFIED IN TASK ORDER .

(End of clause)

(IF6045)

I-311            52.222-42            STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES            MAY/1989  
In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS            MONETARY WAGE - FRINGE BENEFITS

May not be applicable on all Task Orders. Determination will be made at time of Task Order Competition.

(End of clause)

(IF6016)

I-312            52.222-47            SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR            MAY/1989  
CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING  
AGREEMENTS (CBA)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determinaton is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and any unions, to be determined at the time of task order competition.

\*\*\*  
(End of clause)

(IF6090)

I-313            52.222-49            SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN            MAY/1989

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:



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NONE

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by

THE OFFEROR NO LATER THAN 30 DAYS BEFORE INITIAL CLOSING DATE OF THE SOLICITATION.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

(IF6500)

I-314      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997  
\*\*\*

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL  
(If none, insert "None")      IDENTIFICATION NO.

CONTRACTOR TO LIST BY EACH TASK ORDER.

\*\*\*

(End of clause)

(IF6350)

I-315      52.223-7      NOTICE OF RADIOACTIVE MATERIALS      JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

\* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items,

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parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

(IF6015)

I-316	52.225-8	DUTY-FREE ENTRY	FEB/2000
***			

(g)(4) The notation:

UNITED STATES GOVERNMENT, AS SPECIFIED IN EACH TASK ORDER (agency) Duty-free entry to be claimed pursuant to Item No(s) (from Tariff Schedules), Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free certificates.

\*\*\*

(End of clause)

(IF6125)

I-317	52.225-9	BUY AMERICAN ACT CONSTRUCTION MATERIALS	JAN/2005
(a) Definitions. As used in this clause-			

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. "Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in

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paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

Item 2:

Foreign construction material \_\_\_\_\_

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**Name of Offeror or Contractor:**

Domestic construction material \_\_\_\_\_

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

(IF6600)

I-318 52.225-11 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS

JAN/2006

(a) Definitions. As used in this clause-

"Caribbean Basin country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means-

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(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic, designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

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[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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**Name of Offeror or Contractor:**

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price(Dollars)*
-----------------------------------	-----------------	----------	-----------------

Item 1:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

Item 2:

Foreign construction material \_\_\_\_\_

Domestic construction material \_\_\_\_\_

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

(IF6120)

I-319	52.227-5	WAIVER OF INDEMNITY	APR/1984
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Any provision or clause of this contract to the contrary notwithstanding, the Government hereby authorizes and consents to the use and manufacture, solely in performing this contract, of any invention covered by the United States patents identified below and waives indemnification by the Contractor with respect to such patents: AS IDENTIFIED BY THE OFFEROR AND APPROVED BY THE CONTRACTING OFFICER.

(End of clause)

(IF6176)

I-320	52.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) -	JUN/1989
ALTERNATE I			

Add the following sentence at the end of paragraph (b) of the basic clause:

The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements: \_\_\_\_\_\*

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**Name of Offeror or Contractor:**

[\*Contracting Officer complete with the names of applicable existing treaties or international agreements. The above language is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed.]

(IF6358)

I-321                      52.227-14                      RIGHTS IN DATA-GENERAL (JUN 1987) - ALTERNATE II                      JUN/1987

(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (June 1987)

- (a) These data are submitted with limited rights under Government Contract No.DAAA0902D0007 (and any subcontracts, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: None
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(IF6393)

I-322                      52.227-14                      RIGHTS IN DATA-GENERAL - ALTERNATE III                      JUN/1987

(g)(3)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice (June 1987)

- (a) This computer software is submitted with restricted rights under Government Contract No. DAAA09-02-D-0007 (and ANY subcontract, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.
- (b) This computer software may be-
- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
  - (2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
  - (3) Reproduced for safekeeping (archives) or backup purposes;
  - (4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
  - (5) Disclosed to and reproduced for use by support service Contractors in accordance with paragraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
  - (6) Used or copied for use in or transferred to a replacement computer.
- (c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- (e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

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(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice Short Form (June 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. DAAA09-02-D-0007 (and ANY subcontract, if appropriate) with ANY Contractor and subcontractor.

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished-rights reserved under the Copyright Laws of the United States."

(IF6394)

I-323      52.229-8      TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS      MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of THE HOST NATION , or from which the Contractor or any subcontractor under this contract is exempt under the laws of THE HOST NATION, shall not constitute an allowable cost under this contract.

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(End of clause)

(IF6058)

I-324      52.232-19      AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR      APR/1984

Funds are not presently available for performance under this contract beyond THE PERIOD OF PERFORMANCE (POP)AS STATED IN INDIVIDUAL TASK ORDERS. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond THE DESIGNATED (POP), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(IF6068)

I-325      52.241-3      SCOPE AND DURATION OF CONTRACT      FEB/1995

(a) For the period WILL BE SPECIFIED IN TASK ORDER, the Contractor agrees to furnish and the Government agrees to purchase WILL BE SPECIFIED IN TASK ORDER utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

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(End of clause)

(IF6018)

I-326      52.241-6      SERVICE PROVISIONS      FEB/1995

This clause will be used only for Utility services:

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than (WILL BE SPECIFIED IN TASK ORDER) percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of



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the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than (WILL BE SPECIFIED IN TASK ORDER) days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding (WILL BE SPECIFIED IN TASK ORDER) year(s). The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than (WILL BE SPECIFIED IN TASK ORDER) percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of (WILL BE SPECIFIED IN TASK ORDER) percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than -6- hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

(IF6019)

I-327	52.241-7	CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES	FEB/1995
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(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

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(End of clause)

(IF6020)

I-328	52.243-7	NOTIFICATION OF CHANGES	APR/1984
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(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

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(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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I-329                      52.244-2                      SUBCONTRACTS (AUG 1998) - ALTERNATE I                      JAN/2006  
Substitute the following paragraph (f)(2) for paragraph (f)(2) of the basic clause:

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(IF6206)

I-330                      52.246-20                      WARRANTY OF SERVICES                      MAY/2001  
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(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or noncompliance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

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(End of clause)

(IF6061)

I-331                      52.247-24                      ADVANCE NOTIFICATION BY THE GOVERNMENT                      APR/1984

The Government will notify the Contractor in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

(IF6303)

I-332                      252.217-7027                      CONTRACT DEFINITIZATION                      OCT/1998  
DFARS

(a) A COST REIMBURSIBLE, AWARD FEE, AND FIRM FIXED PRICE is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a COST proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization: 180 DAYS AFTER AWARD OF TASK ORDER.

Date for Submission of Proposal: 60 DAYS AFTER AWARD OF TASK ORDER.

Date for Beginning of Negotiations: 120 AFTER AWARD OF TASK ORDER.

Dates for submission of make-or-buy and subcontracting plans and cost or pricing data: 60 DAYS AFTER AWARD OF TASK ORDER.

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(d) The definitive contract resulting from this undefinitized contract action will include a negotiated PRICE in no event to exceed The Rough Order Magnitude.

(End of clause)

(IA6702)

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**Name of Offeror or Contractor:**

I-333      252.222-7000      RESTRICTIONS ON EMPLOYMENT OF PERSONNEL      MAR/2000  
DFARS

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

(IA6705)

I-334      252.225-7043      ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES      JUN/2005  
DFARS

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CINC/ASCC (Contracting Officer to insert applicable information cited in 225.7401).

(End of clause)

(IA6720)

I-335      252.225-7045      BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS      FEB/2006  
DFARS

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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**Name of Offeror or Contractor:**

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the

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**Name of Offeror or Contractor:**

materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

WILL BE SPECIFIED IN EACH TASK ORDER

[Contracting Officer to list applicable excepted materials or indicate none]

(End of clause)

(IA6002)

I-336            252.237-7019            TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES            SEP/2005

DFARS

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will provide training for contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will issue a training receipt document to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause prior to interacting with detainees and annually thereafter; and

(B) Acknowledge receipt of the training through acknowledgement of the training receipt document specified in paragraph (b)(1) of this clause.

(ii) To make these arrangements, the following points of contact apply:

[Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b).]

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**Name of Offeror or Contractor:**

(3) The Contractor and its personnel interacting with detainees shall retain a copy of the training receipt document(s) issued and acknowledged in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require contractor personnel to interact with detainees in the course of their duties.

(End of clause)

(IA6721)

I-337	52.228-4567	REQUIRED INSURANCE	MAY/2005
	LOCAL		

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-338	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT/1997
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(End of clause)

I-339	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 97) - ALTERNATE II	OCT/1997
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(End of clause)

(IF7011)





**Name of Offeror or Contractor:**

(1) Written notice to Headquarters, US Army Joint Munitions Command, Rock Island, Illinois 61299-6000, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy; and

(2) Evidence of any renewal policy to the address specified in paragraph (1) of this statement, not less than 15 days prior to the expiration of any current policy on file with Headquarters, US Army Joint Munitions Command, Rock Island, Illinois 61290-6000.

(End of clause)

( IF7302 )

I-344	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
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FEB/2006

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

( IF7045 )

I-345            52.245-5            GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-  
HOUR CONTRACTS) (DEVIATION)

MAY/2004

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

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(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of

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Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage-

- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
- (B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and

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(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that-

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

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- (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:
- (i) May purchase the property at the acquisition cost.
  - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
  - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
- (3) Inventory disposal schedules.
- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify-
    - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
    - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
  - (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
  - (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for-
    - (A) Special test equipment with commercial components;
    - (B) Special test equipment that does not contain commercial components;
    - (C) Printing equipment;
    - (D) Computers, components thereof, peripheral equipment, and related equipment;
    - (E) Precious Metals;
    - (F) Nonnuclear hazardous materials or hazardous wastes; or
    - (G) Nuclear materials or nuclear wastes.
  - (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-
- (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
  - (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
  - (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.
- (6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.
- (7) Storage.

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- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.
- (8) Disposition instructions.
- (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.
- (ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.
- (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.
- (9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.
- (10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.
- (j) Abandonment of Government property.
- (1) The Government will not abandon sensitive Government property without the Contractor's written consent;
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.
- (3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this clause shall be in writing.
- (l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7120)

- (g) When there is any loss or destruction of, or damage to, the facilities with the exception of low value property for which the loss, damage, or destruction is required to be reported at contract termination, completion, or when needed for continued contract performance--
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- (End of clause)

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**Name of Offeror or Contractor:**

(IF7121)

I-347      52.245-9      USE AND CHARGES

AUG/2005

(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractors property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractors right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractors best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the

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contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Governments acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractors unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractors expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-348                    52.247-2                    PERMITS, AUTHORITIES, OR FRANCHISES                    JAN/1997

(a) The offeror certifies that the offeror does ( ), does not ( ), hold authorization from the Federal Highway Administration or other cognizant regulatory body. If authorization is held, it is as follows:

\_\_\_\_\_  
(Name of regulatory body)

\_\_\_\_\_  
(Authorization No.) \*\*\*

(End of clause)

(IF7300)

I-349                    52.247-19                    STOPPING IN TRANSIST FOR PARTIAL UNLOADING                    APR/1984

When multiple shipments are tendered at one time to the Contractor for movement from one origin to two or more consignees along the route between the origin and the last destination, the rate charged shall be the rate applicable to the aggregate weight, plus a charge of \$ \_\_\_\_\_ for each shipment unloaded at an intermediate point en route to the last destination.

(End of clause)

(IF7301)

I-350                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-351                    252.211-7006                    RADIO FREQUENCY IDENTIFICATION                    NOV/2005

DFARS

a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:



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- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. Acceptable tags are

- (1) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
- (2) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class VI - Personal demand items (non-military sales items).

(D) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to

(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124; or

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(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable at the time of shipment in accordance with MIL-STD-129 (Section 4.9.1.1) readability performance requirements; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall use one or more of the following data constructs to write the RFID tag identification to the passive tag, depending upon the type of passive RFID tag being used in accordance with the tag construct details located at <http://www.dodrfid.org/tagdata.htm> (version in effect as of the date of the solicitation):

(1) Class 0, 64 Bit Tag EPCglobal Serialized Global Trade Item Number (SGTIN), Global Returnable Asset Identifier (GRAI), Global Individual Asset Identifier (GIAI), or Serialized Shipment Container Code (SSCC).

(2) Class 0, 64 Bit Tag DoD Tag Construct.

(3) Class 1, 64 Bit Tag EPCglobal SGTIN, GRAI, GIAI, or SSCC.

(4) Class 1, 64 Bit Tag DoD Tag Construct.

(5) Class 0, 96 Bit Tag EPCglobal SGTIN, GRAI, GIAI, or SSCC.

(6) Class 0, 96 Bit Tag DoD Tag Construct.

(7) Class 1, 96 Bit Tag EPCglobal SGTIN, GRAI, GIAI, or SSCC.

(8) Class 1, 96 Bit Tag DoD Tag Construct.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <http://www.dodrfid.org/asn.htm>.

(End of clause)

(IA7020)

I-352            252.216-7003            ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY            JUN/1997  
                   DFARS                    A FOREIGN GOVERNMENT

(a) The Contractor represents that the prices set forth in this contract-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of \_\_\_\_\_(Offeror insert name of host country); and

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(End of clause)

(IA7002)

I-353            252.225-7040            CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED            JUN/2005  
                   DFARS                    STATES

(a) Definitions. As used in this clause

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Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

- (b) General.
- (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.
- (c) Support.
- (1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.
- (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable
- (1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

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- (3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.
- (4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (f) Processing and departure points. Deployed contractor personnel shall
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
- (g) Personnel data list.
- (1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.
- (2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.
- (h) Contractor personnel.
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall
- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
- (i) Military clothing and protective equipment.
- (1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.

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- (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.
- (2) The Contractor shall ensure that its personnel who are authorized to carry weapons
- (i) Are adequately trained;
  - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (3) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (1) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
- (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in
- (1) Contingency operations;
  - (2) Humanitarian or peacekeeping operations; or
  - (3) Other military operations or exercises designated by the Combatant Commander.

(End of clause)

(IA7200)

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Name of Offeror or Contractor:

DFARS

(a) Contract line items \_\_\_\_\* through \_\_\_\_\* are incrementally funded. For these item(s), the sum of \$ \_\_\_\_\* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

\*\*\*

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

*On execution of contract	\$
*(month) (day), 199x	\$
*(month) (day), 199y	\$
*(month) (day), 199z	\$

\* TO BE INSERTED AFTER NEGOTIATION AND WILL BE DETERMINED AT CONTRACT AWARD.

(End of clause)

(IA7766)

I-355	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*

(End of clause)

(IA7035)

I-356	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	NOV/2005
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

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**Name of Offeror or Contractor:**

I-357                      52.201-4500                      AUTHORITY OF GOVERNMENT REPRESENTATIVE                      FEB/1993  
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-358                      252.219-7012                      DOD MENTOR-PROTEGE PROGRAM                      NOV/2005  
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-359                      52.229-4562                      CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)                      MAY/1992  
LOCAL

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

I-360                      52.245-4527                      CENTRALLY REPORTABLE INDUSTRIAL PLANT EQUIPMENT                      NOV/1992  
LOCAL

{\\*\Courier New CYR:(a) The Contractor shall prepare a DD Form 1342 (Appendix F, F200.1342) for each item of equipment identified as industrial plant equipment (IPE), including items which are a part of a manufacturing system or components of special test equipment. The forms will be prepared in accordance with instructions contained in AR 700 43/NAVSUP PUB 5009/AFM 78 1/DSAM 4214 1. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense General Supply Center (DGSC). The Contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DGSC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 15 days after the event which created the need for its preparation and forwarding. AR 700 43/NAVSUP PUB 5009/AFM 78 1/DSAM 4315.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(b) IPE is identified by noun name in joint DOD IPE handbooks as listed in 12 312. Additional handbooks and page changes to existing handbooks, with asterisks denoting additions to the IPE scope, shall be published as required. Reporting of newly listed items which are in the possession of the contractor shall be accomplished within 180 days following the date of the new handbook or the page change.

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(End of clause)

(IS7034)

I-361 52.245-4529 USE OF FACILITIES - TERMS AND CONDITIONS NOV/1992  
LOCAL

(a) No storage or maintenance charges shall be payable by the Government under this contract with respect to facilities, equipment, or any part of same for the period or periods their use is authorized.

(b) The Government is not obligated to repair, replace, rehabilitate, modernize, or acquire new equipment simply because the need for such work has been disclosed.

(c) The Contractor shall, within ninety (90) days after award of this contract, submit to the Procuring Contracting Officer for approval a copy of his proposed normal maintenance program as required under the Government Property clause of this contract. This plan shall be submitted through the Administrative Contracting Officer who shall review the plan for technical adequacy and provide comments/recommendations to the Procuring Contracting Officer.

(d) Neither the Administrative Contracting Officer nor the Contractor shall allow any property to be transferred from any contract to this contract without the express written permission of the Procuring Contracting Officer. This restriction includes all IOC facilities contracts.

(End of clause)

(IS7036)

I-362 52.245-4534 REQUEST FOR USE OF ACCOUNTABLE PROPERTY NOV/1992  
LOCAL

(a) The Contractor agrees that any request for use of accountable property is at no direct cost to the Government.

(b) Any request for use of accountable property must identify the prime solicitation or contract number (if you are a subcontractor then include your subcontract number and the prime contractor's name, address and prime solicitation or prime contract number), the item, quantity, period of use and the agency, the Contracting Officer's name, address and phone number of the prime solicitation or prime contract for which use is requested. If you are a subcontractor then you should obtain this information from your prime contractor well in advance of any request for use of accountable property.

(End of clause)

(IS7040)

I-363 52.245-4569 FORCE PROTECTION COSTS FEB/2004  
LOCAL

Contractors shall ensure that costs associated with force protection are incorporated into normal operating or overhead costs for all contracts awarded as of 1 October 2005 (Fiscal Year 2006).

(End of clause)

(IS7050)

I -374 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Governments fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that

(1) Will be or has been performed outside the United States;

(2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if

(1) A foreign place of performance is the principal place of performance of the contract; and

(2) The Contractor specified the foreign place of performance in its offer.

(d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.

(e) Report format. The Contractor

(1) Shall submit reports using

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and



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(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) Subcontracts. The Contractor

(1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$500,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;

(2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and

(3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(End of clause)

\*\*\* END OF NARRATIVE I 001 \*\*\*

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SCENARIO			
Attachment 002	LIST OF CDRLS			
Attachment 003	PRAG FORM 1			
Attachment 004	PRAG FORM 2			
Attachment 005	PRAG QUESTIONNAIRE			
Attachment 006	COST FORMS			
Attachment 007	SMALL BUSINESS TOTAL CONTRACT DOLLARS			

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT/1997
K-2	52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-4	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005
K-5	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.
- (2) The small business size standard is 32.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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**Name of Offeror or Contractor:**

(End of provision)

(KF6006)

K-6      52.219-1      SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I      APR/2002

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-7      52.230-1      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION      JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.  
Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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**Name of Offeror or Contractor:**

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards-Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

(End of provision)

(KF7190)

K-8 52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes

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☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

(KF7192)

K-9                      252.212-7000                      OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS                      JUN/2005  
DFARS

(a) Definitions. As used in this clause

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7006)

**Name of Offeror or Contractor:**

K-10            252.225-7020        TRADE AGREEMENTS CERTIFICATE  
                  DFARS

JAN/2005

(a) Definitions. Caribbean Basin country end product, designated country end product, Free Trade Agreement country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, OR designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)                      (Country of Origin)

(End of provision)

(KA7507)

K-11            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA  
DFARS

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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**Name of Offeror or Contractor:**

Must be completed and provided with each task order

(KA7500)



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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-8	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-9	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-10	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
L-11	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-12	52.247-6	FINANCIAL STATEMENT	APR/1984
L-13	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-14	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-15	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
L-16	252.225-7032 DFARS	WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERS	APR/2003
L-17	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	APR/2003
L-18	252.234-7000 DFARS	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
L-19	252.242-7006 DFARS	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997
L-20	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE I	OCT/1997

A. SUBMISSION OF COST OR PRICING DATA IS NOT REQUIRED.

B. IN LIEU OF COST AND PRICING DATA, PROVIDE INFORMATION DESCRIBED in Section L Cost Section. The PCO reserves the right to require (certified) cost or pricing data at a later date, if he/she determines necessary.

(LF6028)

L-21	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV	OCT/1997
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A. SUBMISSION OF COST OR PRICING DATA IS NOT REQUIRED.

B. IN LIEU OF COST AND PRICING DATA, PROVIDE INFORMATION DESCRIBED in Section L Cost Section. The PCO reserves the right to require (certified) cost or pricing data at a later date, if he/she determines necessary.

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**Name of Offeror or Contractor:**

(End of provision)

(LF6034)

L-22      52.216-1      TYPE OF CONTRACT      APR/1984  
The Government contemplates award of a Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

(LF6008)

L-23      52.216-27      SINGLE OR MULTIPLE AWARDS      OCT/1995  
The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

(LF6036)

L-24      52.233-2      SERVICE OF PROTEST      AUG/1996  
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Janet Jackson, 1 Rock Island Arsenal AMSFS-CCF-L, Rock Island, IL 61299

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-25      52.247-4      INSPECTION OF SHIPPING AND RECEIVING FACILITIES      APR/1984  
(a) Offerors are urged to inspect the shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance.

(b) Site visits have been scheduled as follows:

-TO BE SPECIFIED IN EACH TASK ORDER

-2-

-3-

(c) For further information offerors may contact:

TO BE SPECIFIED IN EACH TASK ORDER.

(End of provision)

(LF6020)

L-26      52.252-3      ALTERATIONS IN SOLICITATION      APR/1984  
Portions of this solicitation are altered as follows:      None

(End of provision)

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**Name of Offeror or Contractor:**

(LF6010)

L-27                      252.211-7002                      AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS,                      DEC/1991  
                                  DFARS                      DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Data Item Descriptions can be located at <http://assist.daps.dla.mil/quicksearch/>

Any other questions can be directed to the Contracting Officer or Contract Specialist.

(End of provision)

(LA6701)

L-28                      52.211-4510                      PARTNERING                      AUG/2001  
                                  AMC

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Janet Jackson, PCO and Shelly Robacker Contract Specialist.

(End of provision)

(LM6100)

L-29                      52.215-20                      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST                      OCT/1997  
                                  OR PRICING DATA

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for

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evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-30                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984  
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-31                      AMC                      AMC-LEVEL PROTEST PROGRAM                      DEC/2000  
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

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<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-32 52.212-4501 ELECTRONIC AWARD NOTICE

APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, the Commerce Business Daily, and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI or the Commerce Business Daily to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulation.

Vendors Electronic Mail Address: \_\_\_\_\_

(End of provision)

(LS7100)

L-33 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS  
LOCAL

NOV/2005

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

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**Name of Offeror or Contractor:**

(LS7003)

L-34                      52.215-4579                      INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION                      MAY/2002  
LOCAL                      OTHER THAN COST OR PRICING DATA

(a) Cost or pricing data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 Alternate I along with your proposal.

(b) The cost or pricing data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c) (1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5 floppy disks, ZIP drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using PK Zip or WinZip, to expedite upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ MS Excel, or compatible software, you need not submit digital media.

(End of provision)

(LS7014)

L-35                      52.215-4583                      DISCLOSURE OF UNIT PRICES                      FEB/2004  
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-36                      52.230-4577                      DISCLOSURE STATEMENT FORM                      SEP/1995  
LOCAL

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of provision)

(LS7011)

L-37                      52.247-4574                      F.O.B. POINT (RFPs)                      SEP/1995  
LOCAL

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

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(End of provision)

(LS7007)

#### L-38 Facility Clearance Documentation

The Technical team will assess each offeror's submitted Facility Clearance documentation. This assessment will be a "go/no go" decision. If an offeror is deemed not to have the proper Facility Clearance documentation on the due date stated in the solicitation, no further assessment/ evaluation will occur on the offeror's submitted proposal. The determination of the proper Facility Clearance documentation is a separate evaluation from the Technical evaluation stated in this solicitation. All supporting documentation (including DD254s) shall be submitted in a separate volume to ease Government review

### SECTION L PROPOSAL PREPARATION INSTRUCTIONS, CONDITIONS AND NOTICES FOR OFFERORS

#### L.1. Program Structure and Objectives

The Government intends to award three (3) contracts. The Government reserves the right to make fewer or more awards based on the quality and quantity of proposals received. Each Offeror shall submit a maximum of one proposal. The Government intends to evaluate proposals and award contracts without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a management, technical and a price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. An Offeror may only be awarded one contract and cannot participate as a subcontractor, team member, or otherwise be affiliated with another offeror under this solicitation. Additional restrictions apply to competition under solicitation W52P1J-06-R-0072 for LOGCAP IV Planning/Support requirements. See provision H-18 regarding Organizational Conflicts of Interest.

#### L.2. General Instructions

##### L.2.1 General Information

##### L.2.1.1 Point of Contact

- a. The following are the points of contact for this acquisition.
- b. Address any questions or concerns you may have to the KO.
- c. Written requests for clarification may be sent to the KO via fax or email.
- d. Email is the preferred method of communication. Please copy emails to the following:

The Contracting Officer for this acquisition is:

Janet Jackson  
ATTN: AMSFS-CCF  
1 Rock Island Arsenal  
Rock Island, IL 61299-6500  
(309) 782-4805  
E-mail address:janet.burgettjackson@us.army.mil

The Contract Specialist for this acquisition is:

Shelly Robacker  
ATTN AMSFS-CCF  
1 Rock Island Arsenal  
Rock Island, IL 61299-6500  
(309) 782-5237  
Email Shelly.Robacker@us.army.mil

##### L.2.2 PROPOSAL SUBMITTAL

All proposals and related information shall be submitted to the Army at the address shown below no later than the date and time specified in the solicitation/amendment document(s); except for Volume 2, Past Performance, which is due on XXX at 1300 Central Daylight Time.

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**Name of Offeror or Contractor:**

HQ, U.S. Army Operations Support Command (AFSC)  
ATTN: AMSFS-CCF, ATTN: Ms. Janet Jackson  
Building 390, 4th Floor, NE Bay  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone: (309) 782-4805

This section specifies the format that offerors shall use in their proposal. The intent is not to restrict the offerors in the manner in which they will prepare their proposals, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

**L.2.3. PROPOSAL STRUCTURE**

The proposal shall include the following volumes:

Introductory Folder  
Volume I Management Proposal  
Volume II Past Performance Information  
Volume III Technical Proposal  
Volume IV Cost/Price Information  
Volume V Financial Responsibility Documentation

L.2.3.1 Details of Volume content begins at paragraph L.3.0. Offerors shall submit their proposals as follows:

Volume Number	Title	Number of Hard Copies	Page Limit	Due
NONE	Introductory Folder	Original Plus 2 Copies	5 for Executive Summary	With Proposal
I	Management Approach	Original plus 8 Copies	100 Excluding Resumes, Facility Clearance, Information, Commitment Letters, Financial Reports	With Proposal
II	Past Performance	Original Plus 5 Copies	25 Excluding PRAG Forms and Consent Letters	2 weeks before RFP closing date
III	Technical	Original Plus 8 Copies	80 Pages	With Proposal
IV	Cost/Price	Original Plus 5 Copies	None	With Proposal
V	Financial Capability Documentation	Original Plus 5 copies	None	2 weeks before RFP Closing Date

L.2.3.2 Offerors shall submit a complete original, plus the number of copies specified above. In addition, the Introductory Folder (less the completed and signed solicitation) and each of Volumes I - V must also be submitted in electronic version by Compact Disk (CD) or Floppy Disk in Microsoft Word, and Volume IV spreadsheets in Microsoft Excel. An exception to this requirement is that offerors have the option to use PDF format if they wish for PRAG forms and consent letters in Volume II, and in Volume I for the management plan, resumes, letters of intent, security clearances and facility clearances, and job descriptions. Volume V will contain the Offeror's financial statements for the past three years. The PDF format is also optional for attachments or foldouts displaying organization charts.

L.2.3.3 All information pertaining to a particular volume shall be confined to that volume. For example, all Management information shall appear in Volume 1. No cost/price information shall be presented except in Volumes IV.

L.2.3.4 Each volume shall be provided in a 3 ring binder. Within the Introductory Folder, the Executive Summary is limited to 5 pages; there is no page limit for the balance of items in this folder. Volume 1 is limited to 100 pages excluding resumes, which are limited to 10 resumes at 2 pages for each person. It also excludes documentation showing the offeror has a Facility Clearance to the SECRET level. Volume II is limited to 25 pages plus the PRAG forms and consent letters. Excess pages will be removed from the back of each Volume and will NOT be read or evaluated. For all Volumes, the cover, title page, tables of contents, divider pages,



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0049      MOD/AMD</p>	<p style="text-align: center;"><b>Page 105 of 124</b></p>
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mandatory forms, consent letters, exhibits (including resumes) will not be counted against page limitations. Sheets 11x17 may be used for purposes of submitting foldout charts and are part of the page limitation. The use of tabs and dividers is required.

L.2.3.5 Offerors shall use 8 1/2" x 11 plain white paper using Times New Roman font and a font point size no smaller than 10. Each "page" is defined as one sheet, one-side.

L.2.3.6 Line size and pitch requirements apply to bullets and other special text formatting, except for tables and graphic displays, which can be single spaced, but should maintain pitch requirements. Tables and graphic displays should be used in a reasonable fashion for communication and not be designed to circumvent the style requirements. Line spacing in excess of single spacing is at contractor discretion, keeping in mind there are page limitations that apply. Offerors may use either Times New Roman or Arial font with their graphics, at no smaller than 10 point.

L.2.3.7 Headers shall be in the top margin and contain the name of the offeror on the left edge and the solicitation number on the right edge. Footers shall be in the bottom margin, and contain the date of the proposal on the left edge and the page number on the right edge. Pages shall be consecutively numbered for each volume. The top and bottom borders of each page must be at least one (1) inch for each, and left and right margins of at least 3/4 inch each.

L.2.3.8 Each volume shall have a table of contents that provides sufficient detail to allow Government evaluators to easily identify the important elements.

L.2.3.9 Each volume shall consist of a cover, title page, a table of contents and the body of the proposal. All factors and subfactors narratives shall be separately tabbed and clearly identified.

L.2.3.10 The cover shall contain the following items as a minimum:

Proposal for LOGCAP IV Contract, Solicitation W52P1J-06-R-0049  
Volume Number and Title  
Name and Address of Offeror  
Identification of either original or copy number \_\_\_\_ of \_\_\_\_ with the individual copies identified sequentially.  
Date of submission

L.2.3.11 The title page shall contain the above minimum information specified for the cover and also include a Point of Contact and Phone Number.

L.2.3.12 No classified material shall appear anywhere within the proposal.

L.2.3.13 The proposal shall describe the Offeror's approach to meet the requirements of the PWS (PWS). A statement that prospective offeror understands, can or will comply with the PWS, statements paraphrasing the PWS parts thereof, and phrases such as standard procedures will be employed or well known techniques will be used will be considered insufficient.

L.2.3.14 For the purpose of this proposal, the term offeror includes all team or joint venture arrangements and all major subcontractors.

L.2.3.15 The government will not reimburse costs incurred by the contractor associated with preparation of proposals.

L.2.3.16 Foldouts

- a. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics.
- b. Foldout pages may not be used for pages of text.
- c. Legible tables, charts, graphs, diagrams, schematics and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, plans, etc.
- d. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size.
- e. Each printed side of a foldout will count as two pages.
- f. For tables, charts, graphs and figures, the font shall be no smaller than 8 point.
- g. All information (except documentation numbers, classification markings, and page numbers) shall be contained within an image area of 9 x 15-1/2 inches.
- h. Foldout pages shall fold so that the Government can read and evaluate them without removal from proposal binder.

Name of Offeror or Contractor:

i. Foldout pages shall fold entirely within the volume.

L.2.3.17 Page Limitations

- a. Page limitations shall be treated as maximums.
- b. Each side of each 8 1/2 x 11-inch sheet that displays printed material shall be counted as 1 page for page limitation purposes.
- c. Each side of each 11 x 17 inch sheet that displays printed material shall be counted as 2 pages for page limitation purposes.
- d. Compliance with page count limits shall be verified via the hardcopy.
- e. If page limits are exceeded, the excess pages (1) will be destroyed; and (2) will not be read or considered in the evaluation of the proposal.
- f. Past Performance Information Sheets shall be limited via the Microsoft Word form, Attachments 003, 004, and 005.

L.2.3.18 Pages Counted

Each page shall be counted except the following:

- (a) Cover pages
- (b) Table of contents
- (c) List of figures
- (d) Glossaries
- (e) Tabs
- (f) Dividers
- (g) Blank pages
- (h) Bonding letters

L.3.0 Proposal SUBMISSION Information

L.3.0 Standard Proposal Information

All proposal volumes must:

- a. Provide a Table of Contents for the each Volume.
- b. Provide a List of Tables and Figures for each Volume.
- c. Provide a Glossary of Abbreviations and Acronyms for each Volume.

L.3.1 INTRODUCTORY FOLDER PROPOSAL OVERVIEW DOCUMENTATION

- a. Table of Contents
- b. List of Tables and Figures
- c. Glossary of Abbreviations and Acronyms
- d. Executive Summary
- e. Contact Information
- f. Teaming Arrangements and/or Letters of Intent
- g. Exceptions to Terms and Conditions
- h. Completed and signed solicitation and any Amendments

L.3.1.1 EXECUTIVE SUMMARY

Name of Offeror or Contractor:

The Executive Summary, limited to 5 pages, is a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding price. The salient features should tie in with Section M evaluation criteria. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal. The offeror shall, at a minimum, provide an overview of their proposal, their teaming/subcontracting/partnering/joint venture arrangements (if applicable) and accurately summarize all parts of the proposal except the Cost/Price Volume.

L.3.2.2 CONTACT INFORMATION

Offeror shall provide a single point of contact and one alternate for all matters dealing with their proposal. Provide name, position title, address, phone and fax number and email address.

L.3.2.3 TEAMING ARRANGEMENTS AND/OR LETTERS OF INTENT

Provide all Teaming Arrangements, Letters of Intent, teaming agreements or other such commitments for first level subcontractors to receive credit for performing as a team. For the purpose of this proposal, the term offeror includes all companies included in a contractor team arrangement as defined and identified in FAR Part 9.6. The extent of credit given to companies or organizations which the offeror does not inherently control will be based upon the commitments provided with the offer.

L.3.2.4 EXCEPTIONS TO TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation in the following format:

Table L.3.6 Solicitation Exceptions

Solicitation Document	Paragraph/ Page	Requirement/ Portion	Rationale
Contract Clause, RFP paragraph, Instruction, etc.	Applicable Page and Paragraph Numbers	Identify the requirement portion to which exception is taken	Justify why the requirement will not be met

L.3.2.5 SOLICITATION

Completed and signed copy of the offer including Sections A-K and any Amendments.

L.4 VOLUME I MANAGEMENT PROPOSAL

L.4.0 VOLUME I ORGANIZATION

- a. Table of Contents
- b. List of Tables and Figures
- c. Glossary of Abbreviations and Acronyms
- d. Management capabilities/Experience
- e. Management Business Systems
- f. Small Business Participation

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#### L.4.1 Management Capabilities/Experience

##### L.4.1.1 GENERAL

Identify your capability to recruit personnel worldwide, hire and retain key people, execute rapid deployment, actions for operating in a foreign country, subcontract management, rapid expansion of requirements, cost control, property management, security oversight, and quality control. In addition to the contractor approaches for these areas, offerors must identify their relevant experience related to these capabilities, to include their frequency, size and scope, and multiple simultaneous instances of providing this support. Relevant experience means experience on a contract in the three years prior to this solicitation closing date, in at least two of the above areas, for work performed OCONUS, involving contingency or logistics support. Those contracts must have a value of at least \$10M.

##### L.4.1.2 Team Members

a. The following information will be provided for each contract of each Team Member's experience:

(1) Company performing the work on the contract submitted (Prime or Team Member and company name)

(2) Describe the efforts and how each relates to the requirements of this factor.

(3) Provide the following information for each effort:

- (a) Contract Number
- (b) Contract Name
- (c) Type of contractual vehicle
- (d) Total contract cost and percentage of team member's contribution
- (e) Period of Performance (Start and End Dates)
- (f) Customer name and address (identify if Federal Government or commercial)
- (g) Place of performance (city, state, country).

b. The offeror shall submit a signed letter of intent between the offeror's proposed program manager and the offeror. The offeror must provide evidence of a current Secret security clearance for the proposed program manager. In addition, the offeror must provide evidence, in the form of a resume and a narrative summary of efforts that the key personnel were responsible for (that includes scopes/types of work, dollar value, and numbers of efforts where performance was completed no more than 5 years prior to the due date of the solicitation), that the proposed program manager meets the following requirements:

(1) Within the last seven years, has five years of military program management experience which required knowledge in the following areas:

- (a) Government appropriations
- (b) Engineering and/or logistics
- (c) Construction, Services, Commodities
- (d) Government acquisitions
- (e) Management of multiple service task orders of a magnitude greater than \$10M each in geographically dispersed locations simultaneously.

The offeror will also provide their plan to retain key personnel.

##### L.4.2.2 Recruit Personnel and Vendors Worldwide.

L.4.2.2.1 The offeror shall discuss their approach to hiring, training, and retaining employees that will help retain key skill sets on this contract in a contingency environment where such skills may be in high demand.

L.4.2.2.2 Submit a Staffing Plan that describes the general recruiting and training strategy, standard operating procedures, capacity, and past recruiting efforts that demonstrate its ability to quickly respond to contingencies worldwide. In addition, the Staffing Plan will address the following:

- (1) Ability to provide worldwide on-site expertise within 72 hours after task order award. Describe how offeror intends to ensure personnel have required shots, visas and other documentation to meet above timeframes.
- (2) Process for recruiting and staffing camps with Ex-patriots, Host Country and/or Third Country Nationals (HCN and TCN, respectively)
- (3) Process for networking or obtaining outside resources to augment the pool of qualified personnel

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(4) Reach-back capability and flexibility of relocating in-country personnel to other job sites.

(5) Describe process for maintaining adequate workforce and quickly filling vacancies in high-stress, austere and hostile environments, i.e., retention incentives, recruitment bonuses, etc.

#### L.4.2.3 Program Control

Offeror shall provide a description and organization chart showing the lines of authority, responsibility and communication for management. The description shall include their overall corporate approach to managing the LOGCAP program to include all teaming/subcontracting/joint venture arrangements as appropriate. The offeror shall also provide details on their proposed Program Control approach relative to the following:

##### (1) Rapid Deployment

Offeror will provide their Rapid Deployment approach. This includes a Quick Response Plan describing how you intend to support classified real-time planning and/or communications with the Government for time-critical taskings on a 24-7 basis. Additionally, describe your process for establishing and activating rapid deployment teams, insuring they meet health, legal, and equipment parameters to deploy. Include how you will ramp up personnel and logistics support to meet Army troop deployment schedules.

##### (2) Subcontract Management

Offeror will describe their subcontract management plan to team with global, regional, and local vendors capable of providing logistics support wherever needed. Offerors will also describe their plan to track the performance and cost of multiple subcontractors and vendors on multiple simultaneous task orders in a contingency environment. Offeror shall also identify how they will incentivize subcontractor performance and cost control.

##### (3) Rapid Expansion of Requirements

Offeror will describe their plan to rapidly expand their capability to provide logistics support in multiple locations simultaneously. It should include how they will quickly escalate hiring people, moving them into theater, expanding suppliers and delivery capability.

##### (4) Cost control

Cost Control: the offeror shall present their procedures for managing cost in a multiple task order environment with extensive subcontracting involving foreign vendors. Identify how they will oversee costs at the subcontract level. Identify how they will integrate their business systems with other internal procedures to insure accurate, timely identification of cost problems that can occur in multiple, rapid contingency situations.

##### (7) Property Management

Offeror will be required to submit a Property Control Plan as part of the contract. It will have to incorporate all requirements of FAR Part 45. Based on the possibility of managing many pieces of Government property at multiple locations in theater, in multiple theaters, offerors must explain their procedures and how they will implement them for managing and accounting for all GFE/GFM and commercially procured/leased equipment.

##### (8) Security Oversight

The offeror shall address their security and OPSEC procedures and how they will implement the procedures to ensure a viable security program with assurance of non-disclosure of sensitive or classified information. The offeror shall have demonstrated the existence of a current U.S. Facility Clearance at the SECRET level IAW the DoDD 5220.22, National Industrial Security Program Operating Manual. This SECRET level clearance also applies to affiliates, team members, and subcontractors if they will have access to classified information. Failure to have the required security clearance by proposal closing date shall make the offeror ineligible to receive a contract award.

##### (9) Quality Control Plan.

(a) The Offeror will provide a narrative delineating the proposed approach to implementing and managing the Quality Control (QC) program to include benefits derived from execution of the program. The Offeror shall address how it will develop a complete and comprehensive quality control system to support performance of the contract. Outlines or rough drafts

Name of Offeror or Contractor:

without substantive detail will not be considered acceptable. In its narrative, the Offeror shall address the following functional areas referenced in the solicitation PWS.

(b) The Offeror shall explain how it will ensure quality, schedule, cost, and performance. The Offeror shall describe how it will provide sufficient oversight to effectively manage and integrate team members, and the flow-down process of its QC plan to ensure consistency among the team. The Offeror shall also describe its process for effectively identifying and resolving problems arising between team members. In addition, the Offeror shall explain how the Government will be notified of issues affecting contract performance, contract impact, and proposed mitigation.

(10) Corporate logistics experience in contingency environments:

(1) Submit contract (or individual Task/Delivery Orders) information that demonstrates experience in performing the functions stated in the PWS and scenario in the following areas:

- (a) Worldwide logistics capability
- (b) Simultaneous geographically dispersed tasks
- (c) OCONUS austere or hostile effort conditions
- (d) Supporting military, humanitarian operations, National Disaster, Nation Building (austere and hostile)
- (e) Their knowledge and experience operating under foreign laws and customs

L.4.3 MANAGEMENT Business Systems:

Identify the business systems the offeror will use to provide effective contract oversight and tracking. These should include your Accounting, Estimating, Billing, Purchasing, Property, and Earned Value Management systems. Evaluation will consider whether the business systems are Government approved or compliant, or are in the process of becoming approved/compliant. Include your approach on how these systems will track cost, subcontracts, equipment, and personnel in a contingency environment

L.4.4 SMALL BUSINESS PARTICIPATION: The offeror shall submit a small business participation plan, which reflects the offerors approach to actively seeking small business participation, for both CONUS and OCONUS. Offerors shall identify how they will meet the Small Business subcontracting goals identified in Section M of this solicitation under the Small Business Participation subfactor.

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses will be utilized in the contract:

- (a) Small Businesses (SBs)
- (b) Small Disadvantaged Businesses (SDBs)
- (c) Women-Owned Small Businesses (WOSBs)
- (d) Historically Underutilized Business Zone (HUBZone) Small Businesses
- (e) Service Disabled Veteran-Owned Small Business (SDVOSB)

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
TOTAL SB			
\$			

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<u>LARGE BUSINESS</u>	<u>EST. \$ VALUE</u>	<u>PRODUCT OR SERVICE</u>	<u>COMPANY NAME</u>
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<u>EST. TOTAL CONTRACT</u>	<u>\$</u>
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<u>EST. TOTAL SUBCONTRACTING (CONUS)</u>	<u>\$</u>
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<u>EST. TOTAL SUBCONTRACTING (OCONUS)</u>	<u>\$</u>
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(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Where small business utilization past performance has included OCONUS locations, include a discussion of the extent of small business utilization. Provide any documentation of such utilization required by previous contracts, if available.

(ii) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(iii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iv) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(v) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

L.5. VOLUME II PAST PERFORMANCE

L.5.0. Volume Organization

- (a) Table of Contents
- (b) List of Tables and Figures
- (c) Glossary of Abbreviations and Acronyms
- (d) Past Performance Summary
- (e) Narrative Summary
- (f) Organizational Structure Change History
- (g) Past Performance Information Sheets
- (h) Past/Present Performance Information Forms
- (i) Past/Present Performance Questionnaires

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(j) Consent Letters

(k) Client Authorization Letters

#### L.5.1 Past Performance Summary

a. Relevant contracts/projects: The offeror shall submit data for all relevant Government and commercial contracts. Relevant contracts/projects include those:

- 1) of a similar size, scope and complexity;
- 2) which require at least one action in each of the following two areas:
  - (a) contingency support, or rapid deployment;
  - (b) providing logistical support, or participation in military exercises;
- 3) (a) were awarded or commenced within three (3) years prior to the closing data of this solicitation; or
  - (b) were awarded or commenced more than three (3) years ago, but were completed within one year of the closing of this solicitation; or
  - (c) are on-going contracts/projects; or
  - (d) for joint ventures/teaming arrangements, where the proposed managing partner was also managing partner in another joint venture/teaming arrangement meeting the 3 year requirements in 3 (a-c) in this section, and
  - (e) have a dollar value of at least \$10 million.

Note: If offerors do not have at least 2 cost contracts that meet the criteria above, provide information on PRAG forms 1 and 2 on all cost contracts over \$10 million performed during the last 3 years from solicitation closing date. Limit submission to ten contracts based on highest dollar value.

b. Describe the role Prime contractor and each Teaming Partner that will potentially perform on the LOGCAP IV contract. The Government will only consider work performed by those teaming partners proposed to perform at least 15 percent of the proposed effort based on the total proposed price, or those that perform aspects of the effort that is critical to the overall successful performance. Separately list by company name any teaming partners that will perform a critical function but will be less than 15 percent of the proposed effort, and identify the proposed critical function.

c. This information is to assist the evaluators in determining relevancy of projects submitted for past performance evaluation by identifying those teaming members providing critical or large scale support on LOGCAP IV.

#### L.5.2 NARRATIVE SUMMARY

The narrative portion will discuss how the projects submitted for evaluation demonstrate the Offerors ability to successfully perform in four areas:

Management oversight, meeting contract schedules, cost control, and meeting small business subcontracting goals.

a. Management Oversight: How many additional people were recruited to perform the contract, how long they were employed, what nationality; if the contract required rapid deployment (how many deployed, how quickly); country of contract performance; any host country legal/regulatory violations; how many subcontractors on the contract, subcontract management performance; identify which contracts had rapid expansion of requirements, your ability to meet that expansion; how you provided timely technical/cost revisions to quick requirements changes; what were the award fee percents earned on CPAF contracts?

b. Schedule: Did you meet contract delivery schedule? Were there instances of rapid expansion of requirements on a contract or resulting in multiple simultaneous contracts/task orders? If so, did it affect contract schedule ?

c. Cost Control: For cost contracts, were final costs at or under negotiated costs? Were subcontract costs tracked and paid on time?

d. Meet Small Business Goals: How many small business subcontract goals were met? Is there evidence to demonstrate offeror actions to increase small business participation?



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L.5.3.Organizational Structure Change History

- a. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition.
- b. To facilitate this relevancy determination, include in this proposal volume a roadmap describing all such changes in the organization of your company that bear on the relevant contracts you identify.
- c. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment.
- d. Since the government intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your roadmap should be able to identify the relevant contracts you proposes as well as those from other sources and in Government databases.

L.5.4 Offerors are cautioned the Government may use data provided by the Teaming Partners as well as data obtained from other sources in the evaluation of Present/Past Performance (see Attachment 005, Present/Past Performance Questionnaire, for an example of the type of information requested from other sources). The Government will not consider performance on an Offeror submission that concluded more than three years prior to the date of this solicitation.

L.5.4.1 Performance Risk Assessment Group (PRAG) Forms should be submitted as follows:

- a. ATTACHMENT 003 - PRAG Form 1 for Relevant Contract Summary identify (1) all Teaming Partners proposed for the LOGCAP IV contract; and (2) on which of the past performance contracts submitted you were a team member. A total of one (1) summary sheet shall be submitted per team.
- b. ATTACHMENT 004 - PRAG Form 2, Contract References: A maximum of 6 forms (one per contract) for the Prime and 3 for each of the teaming partners shall be submitted on their relevant contracts.
- c. The contractor shall determine the mix of projects to best represent depth and breadth of past performance through relevant projects.
- d. IDIQ contracts will typically demonstrate more depth and breadth than a single task order or single project contract.
- e. Identify the scope summary of the contract submitted as it relates to the LOGCAP IV PWS.
- f. Describe your rationale supporting your assertion of relevance (see L.5.3 (1-3) above) of the submitted.
- g. Clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may include a discussion of efforts accomplished by the Offeror, or applicable Teaming Partner, to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. For example, submit quality performance indicators or other management indicators that clearly support that an Offeror, or applicable Teaming Partner, has overcome past problems.
- h. Provide references for each project. For each PPI, identify those persons/customers most knowledgeable about the contract. For Government contracts, provide current information for the Government Program Manager, Project/Task Manager, Contracting Officer, and Administrative Contracting Office. For commercial contracts, provide points of contact fulfilling these same roles. Any additional customers that have in-depth knowledge of the contract may be added. Email addresses are required for each point of contact. The offeror should verify the email addresses just prior to submittal of a PPI.
- i. Each Offeror is requested to submit the past performance information 15 days prior to the date set for receipt of proposals.
- j. Failure to submit early proposal information will not result in Offeror disqualification.

L.5.4.2 Past Performance Questionnaires (PPQs) (Attachment 005)

- a. The Offeror is responsible for sending Attachment 005, PRAG Form 3 Questionnaire to respondents of their choice who will subsequently submit information to the Government to be received no later than the proposal due date. The number of past efforts submitted in accordance with Attachment 005 shall be limited to six for the prime contractor and three for each primary subcontractor(s). The responsibility to send out and track the completion of the PPQs rests solely with the Offeror. Offerors are cautioned not to alter the questionnaire when sending it out for information. Completed PPQs shall be faxed to the point of contact identified in the questionnaire. The Offeror is responsible for ensuring the receipt of the PPQs by contacting the Contracting Officer to confirm receipt. It may be beneficial to provide a list of the proposed respondents to the Contracting

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Officer. The completed questionnaires must be received no later than the proposal due date.

b. Even though the assessment of Past Performance is separate and distinct from Determination of Responsibility required by FAR 9, past performance information contained herein may be used to support the Determination of Responsibility for the successful awardees.

c. Information provided on the Past Performance Questionnaires assist the evaluation team in determining the confidence ratings for past performance.

**L.5.5 Consent Letters**

The Offeror shall provide a consent letter for each Teaming Partner. This letter allows the release of Teaming Partner adverse Present/Past performance information to the Offeror so the Offeror can respond to such information.

- a. The Offeror shall provide original consent letters for each Teaming Partner and/or joint venture partner.
- b. Past performance information concerning subcontractors and Teaming Partners cannot be disclosed to a private party without the subcontractor's or Teaming Partner's consent.
- c. Because a prime contractor is a private party, the Government will need that consent before disclosing Teaming Partner past and present performance information to the prime during exchanges.
- d. Consent letters are evaluated only to the extent that they are complete and present for each Teaming Partner, and/or joint venture partner that presented past performance information in the proposal.

**L.5.6 Client Authorization Letters**

If a Teaming Partner identifies Present/Past performance efforts performed for a commercial customer, then each Teaming Partner shall submit a client authorization letter, authorizing release to the Government of requested information on their respective performance.

- a. The Offeror shall provide original client authorization letters for the Offeror and each Teaming Partner and/or joint venture partner.
- b. Each Offeror, Teaming Partner, and/or joint venture partner shall execute a Client Authorization Letter for commercial customers.
- c. Client authorization letters are evaluated only to the extent that they are complete and present for each Teaming Partner, and/or joint venture partner that presented past performance information in the proposal.

**L.6. VOLUME III TECHNICAL PROPOSAL**

**L.6.0 Volume Organization**

- a. Table of Contents
- b. List of Tables and Figures
- c. Glossary of Abbreviations and Acronyms
- d. Technical Experience and Teaming Arrangements and/or Letters of Intent
- e. Technical Approach in meeting LOGCAP IV Scenario Requirements.
  - (1) Flexibility and Completeness of Offeror's Approach in Response to Scenario PWS
  - (2) Ability to Manage and Execute Requirements Changes

**L.6.1 General Information**

- a. The Technical Capability Volume shall be specific and complete.
- b. Commercials are not wanted and will not be evaluated. Hard evidence of capabilities is required to receive credit for evaluation factors.
- c. Legibility, clarity, and coherence are very important.
- d. Your responses will be evaluated against the Factors defined in Section M, Evaluation Factors for Award.

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e. Provide as specifically as possible, the actual methodology you would use for accomplishing and satisfying the scenario requirements.

#### L.6.2. Technical Capability Subfactors.

Subfactor 1: Feasibility and Completeness of Approach.

Subfactor 2: Ability to Handle Requirements Changes

Describe the Offeror's proposed approach to meet the scenario requirements. This includes how they will meet the scenario PWS requirements, and how they will address changes to those requirements

#### L.6.3 Technical Approach in meeting LOGCAP IV Scenario Requirements

Clearly address the following:

a. ATTACHMENT 001 - Sample Scenario: The offerors proposal shall cover the offerors overall understanding of the Scenario PWS and the proposed method of approach towards meeting the Governments requirements as set forth below. Offerors shall reference in their proposal the correspondence paragraph(s) of the scenario PWS that applies. It should be identified at the end of the applicable sections in parenthesis.

b. The offeror shall provide a Technical Execution Plan (TEP)in response to the sample scenario. The TEP shall address a sound and realistic approach on how the offeror proposes to meet the sample scenario requirements. The offerors approach must detail all procedures, plans and assumptions. The offeror should provide an orderly, logical, effective arrangement of steps and processes resulting in meeting the requirements. As a minimum your TEP shall address the following:

- (1) Methodology to execute the requirement as well as to implement cost control measures, organizational structures, facilities layouts;
- (2) Staffing and mobilization plan (with hours broken out by labor category and whether US/Expat, HCN, or TCN), subcontractor lists, on-site management, personnel readiness, contractor security, personnel safety;
- (3) Logistics, sources and origins of materials (including supplier name and contact data), equipment, supplies, transportation delivery routes, fuel sources, consumables, storage sites, materials handling, air and sea ports, staging locations;
- (4) Command and control, communications, deployment site control processes and quality control plan, property/equipment control plan.
- (5) Schedules: Contractor shall provide a schedule for meeting the critical timeline of meeting the scenario requirements under this solicitation. The schedule will be both an overview and critical path which reflects the significant milestones. The offeror should include traceability of the schedule milestones and provide all narratives and plans.
- (6) Other requirements necessary to support the sample scenario requirements

NOTE: Offerors are cautioned that there will be no discussions on their scenario proposal. If necessary, offerors will be contacted to clarify the proposal approach. However, there will be no discussion of weaknesses in the scenario approach nor opportunity to submit revisions to the scenario proposal, even if discussions are opened on other parts of proposal.

c. Unpriced ROM: The purpose of the Rough Order of Magnitude (ROM) is for the Government to evaluate the offerors ability to quickly respond to a representative urgent LOGCAP IV requirement.

#### L.6.4 Ability to Handle Requirements Changes

Describe how you will accomplish changes to scenario requirements as identified in the PWS

### L.7 VOLUME IV COST/PRICE INFORMATION

L.7.0 Volume Organization

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|-----|--|
| (a) | Table of Contents                      |
| (b) | List of Tables                         |
| (c) | Glossary of Abbreviations and Acronyms |
| (d) | Assumptions and Rationale              |

L.7.1 VOLUME IV COST:

General Instructions

Volume IV shall contain the offeror's Price/Cost proposal information. Offerors shall include a copy of the schedule located in Section B, Supplies or Services and Prices/Costs, of the solicitation filled out for all years along with their supporting cost information. A proposal is presume to represent the offerors best efforts to responds to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost or price shall be explained in the proposal. For example, if the use of new and innovative techniques is intended, their impact on cost or price shall be explained; if a business policy decision has been made to absorb a portion of the estimated costs, that shall be stated in the proposal (including any associated calculations). Any significant inconsistency, if unexplained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required and may be grounds for rejection of the proposal. The burden of proof as to the cost/price credibility rests with the offeror.

Any references to CLIN in this section refer only to CLIN and not SubCLIN, unless specified otherwise.

All costs/prices and expenditure profiles for this acquisition shall be stated in current dollars. (Current dollars should be interpreted to include escalation where appropriate).

Major subcontractors for purposes of the cost/price proposal are those with proposals of \$550,000 or more in one contract year.

The Cost/Price proposals and exhibits shall be submitted in Microsoft Office 2003 or compatible format. The electronic spreadsheets shall contain all working formulas and algorithms, shall be in the same format as the cost proposal, and shall calculate proposed costs.

a. In addition to the hard copies of the fully supported cost proposal documentation, the offeror shall provide two (2) electronic (CD or floppy discs) copies of their cost/price proposal. The electronic version shall be provided with proposal submission. Offerors shall provide one (1) hard copy and one (1) electronic copy of their cost proposal directly to their Defense Contract Audit Agency (DCAA) office with notice to the Procuring Contracting Officer of the name and address of the DCAA office and the date sent. The offerors electronic proposals will be utilized to compute the impact of any most probable cost adjustments.

b. The award fee and fixed fee in Section B will be used in overall cost evaluation.

Specific Instructions:

c. The offeror shall provide a cost proposal prepared in accordance with Federal Acquisition Regulation (FAR) 15.403-5; 15.408 Alt IV; the Table at 15-2, Instructions for Submission of a Contract Pricing Proposal; and the formats and instructions included below. The proposal shall be properly cross-referenced. This proposal shall be broken out into two separate and distinct sections as shown below (corresponding with CLINs identified in Section B):

Part 1: Program Support Office: The offeror shall submit all Firm Fixed Price costs associated with maintaining and staffing a program office. CLIN 0002

Part 2: Scenario: For evaluation purposes only, the offeror shall submit a CPAF proposal for the Scenario event detailed in Section J, Attachment 001. Offerors shall provide all costs proposed to execute their proposed solution to the scenario as presented in the Technical Volume; Factor 2, Technical Scenario

L.7.2 Cost/Price Formats:

The offerors and major subcontractors are required to provide cost information in specified formats below, along with identified support data and explanations. The offerors are responsible to ensure that major subcontractor proposals conform to the same criteria including support data and explanations. If work is to be performed by two or more divisions (or subsidiaries) within the prime contractor, a separate cost proposal shall be submitted for each division or subsidiary for its portion of the cost/price proposal meeting or exceeding \$550,000 in an individual contract year.).

L.7.2.1 Format Instructions

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L.7.2 The Cost/Price Proposal shall be traceable to the CLIN structure (including scenario) provided in Section B of the solicitation and to the task level in the scenario PWS.

L.7.2.1 Cost/Price Formats A through x shall be used by the offeror as a supporting breakdown for the information on the first page of the cost proposal (IAW FAR Table 15-2, Instructions for Submission of a Contract Pricing Proposal). Instructions for completing these formats are given below.

L.7.2.11 Cost/Price Format A: The following Format A summaries are required:

Format A: Grand Summary for all proposal CLINS (including scenario) by cost element and by performance year (base year and option years) and by total all years.

Format A-1: Cost summary for each CLIN (including scenario) summarizing the proposed cost/price by cost element and by performance year (base year and option years). Costs shall be traceable to the total proposed price shown on the Grand Summary Cost/Price Format A.

In the offerors own format, CLIN (including Scenario) Format A-1s should be further broken down by WBS and by location (by cost element, and by performance year, base year and option years). Cost shall be reconciled to the Format A-1 totals. Format As should reflect the total costs (including the prime contractor, subcontractors, vendors, and interdivisional transfers). The General and Administrative (G&A) costs and profit/fee dollars under the prime contractor should include the prime's G&A and any profit applied to subcontracts and interdivisional effort, if applicable. Format As should be traceable to each higher level Format A.

L.7.2.12 Cost/Price Format B - : Direct Labor Costs.

Format B: Format B shall be used to provide Direct Labor Costs by year (base year and option years), by CLIN, and by WBS, by Location, and by labor category. The prime contractor and each major subcontractor should provide a Format B along with supporting documentation. The total line at the bottom of each Format B should support the Direct Labor figure on the corresponding Cost/Price Format As. Support to Format B should include calculations and factors used to develop Direct Labor costs including labor rates and labor hours proposed (by year (base year and options years), by CLIN, by WBS, by Location, and by labor category). Labor hours should be broken out by standard and overtime. The basis for labor rates should be explained. Any labor uplifts included in direct labor costs should be broken out. The offerors should identify the number of productive and nonproductive hours per person per year. Nonproductive hours are defined as hours expended for non-work time such as vacation, holiday, sick leave, and other personal leave. The offerors should state the number of hours for each of these elements. The offerors should explain how the nonproductive hours will be accumulated and charged.

L.7.2.13 Cost/Price Format C- Material Costs:

(1) Format C: Format C shall be used to provide Material costs by year (base year and option years), by CLIN, by WBS, by Location. The prime contractor and each major subcontractor should provide a Format C along with supporting documentation. The total line at the bottom of each Format C should support the Equipment figure on the corresponding Cost/Price Format A. Support to Format C should include the following information: item descriptions, source (vendor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax if appropriate, and total item costs.

L.7.2.14 Cost/Price Format D - Equipment Costs:

(1) Format D: Format D shall be used to provide Equipment costs by year (base year and option years), by CLIN, by WBS, by Location. The prime contractor and each major subcontractor should provide a Format D along with supporting documentation. The total line at the bottom of each Format D should support the Equipment figure on the corresponding Cost/Price Format A. Support to Format D should include the following information: item descriptions, source (vendor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax if appropriate, and total item costs.

L.7.2.15 Cost/Price Format E - Subcontract Costs

(1) Format E: Format E shall be used to provide Subcontract Costs by performance year (base year and option years), by CLIN, by WBS, by Location. The prime contractor and each major subcontractor should provide a Format E along with supporting documentation. The total line at the bottom of each Format E should support the Subcontracts figure on the corresponding Cost/Price Format A. Support to format E should include the following information: source (subcontractor), item description, basis for selection of source, cost or price reasonableness determination, unit costs, tax if appropriate, quantity, and the total item costs.

L.7.2.16 Cost/Price Format F - Other Direct Costs:

(1) Format F: Format F shall be used to provide Material Costs by year (base year and option years), by CLIN, by WBS, by Location. The prime contractor and each major subcontractor should provide a Format F along with supporting documentation. The total line at the bottom of each Format F should support the Material figure on the corresponding Cost/Price Format A. Support to Format F should include the following information: item descriptions, source (vendor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax if appropriate, and total item costs.

L.7.2.17 Format G, Summary of Indirect Rates:

This format should be used to identify the offerors indirect rates used in the proposal. The prime contractor and each major

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subcontractor should provide a summary Format G. Support to format G should include the following information:

Fringes, Labor Overhead, Other Overhead, and Indirect Factors: Rate/factor calculations should be provided for these elements. Components of the calculations should be broken down into the individual elements of which they are comprised. These elements should be fully explained as to how the amounts were computed both in text and figures.

General And Administrative (G&A) Expense: An explanation of the base and rate used to compute the amount proposed shall be required. The rate shall be broken down into the individual elements of which it is comprised and any services that are provided to the contract through G&A shall be listed and explained.

L.7.2.18. Additional Supporting Data: The following supporting data shall be included in an appropriately referenced supporting narrative.

- (1) Rest and Relaxation (R&R): The offeror shall identify in the proposal and explain any proposed R&R costs in both text and figures.
- (2) Standard Work Week: Offeror shall identify their standard work week.
- (3) Overtime: Offeror shall include all cost for overtime to support work at the scenario site. No other overtime shall be proposed unless it can be shown that this is cost effective. The offeror shall identify any overtime proposed and shall include an explanation of the basis upon which the overtime was computed.
- (4) Pay Differential: If it is the offeror's policy to pay its employees a differential due to work conditions (i.e., swing, evening and early morning shifts, location, danger, etc.), such differential shall be identified in the cost estimate and explained with text and figures. Note, estimates should be prepared using State Department guidelines for any premium type pay attributed to conditions such as danger, location, etc.
- (5) Retention Bonuses/Payments: Offeror shall identify in the proposal and explain any proposed retention type bonuses/payments in both text and figures.
- (6) Fee: The offeror shall comply with the award fee provisions in Special Contract Requirements (Section H) of the solicitation.
- (7) For each CLIN (including the scenario), each element of cost shall be documented completely to show the basis and rationale used in arriving at the amount proposed. Supporting information for each cost element must be adequate for evaluators to determine the cost buildup and include along with information described above cost data sources, methodology and assumptions used.

**SECTION L COST FORMATS (SEE ATTACHMENT 006 TO SOLICITATION)**

**L.8 VOLUME V FINANCIAL CAPABILITY DOCUMENTATION**

Financial Capability. The contractor shall provide, for itself and its major subcontractors, financial information sufficient to allow the Government to make a determination as to the company's financial condition. The following list is to be used as a guideline; however deviation from the format specified below will not be considered grounds for disqualification from the competition so long as the information provided constitutes a reasonable substitute:

The most recent three years of financial statements (preferably audited) or SF 1407. (Note the submission of unaudited financial statements will delay the evaluation process. The Government reserves the right to audit all unaudited financial statements.)

Financial statements should include, at a minimum, the following for each company:

- Balance Sheet
- Income Statement
- Statement of Cash Flows
- Footnotes to the Financial Statements
- Copy of the Certified Public Accountants Opinion Regarding the Financial Statements Submitted
- A copy of the current annual report if available

Any additional information provided in the offerors (including prime and/or major subcontractors) submission package will be considered. Examples of other information include: current part year financial statements, current open credit lines, and pro forma financial statements for future years. This information will be used to evaluate your firm's financial capabilities.

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Financial statements should pertain to the business unit(s) that will actually be performing the work.

If the company to be performing the work is a division of a parent company where the parent company is financially responsible for the operations of the division, audited financial statements for the parent company will suffice. In this case, the company should provide legal documentation to support the existence of such a relationship.

If the company to be performing the work is a subsidiary of a parent company where the parent company is not financially responsible for the operations of the subsidiary, audited financial statements of a parent company are generally not a sufficient substitute unless one of two conditions exists:

1) The company obtains, and furnished to the contracting officer, a written supplement to the CPA firms existing statement regarding the parent companys financial statements. This supplement should state clearly that the independent auditor has reviewed the subsidiarys or divisions financial statements as submitted in response to this RFP, and has found them to be an accurate representation of that business units financial condition as of the date of those statements.

If the company to be performing the work is a joint venture, limited liability Company, or similar type of entity, the company should submit the financial statements of all the participating firms. This includes any financial statements, pro forma or otherwise that exist for the performing entity. The company should also submit legal documentation clearly disclosing the conditions of the business arrangement and the attendant financial terms.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

Management Capability  
 Technical Capability  
 Past Performance  
 Cost

(End of provision)

(MS6012)

M-4 Facility Clearance Determination:

The following ratings will be used when assessing the Facility Clearance documentation of the offerors:

- a. Go: The contractors facility clearance documentation reflects the necessary security clearances to perform the requirements stated in the PWS.
- b. No Go: The contractors documentation either lacks the appropriate facility clearances or the documentation submitted by the contractor lacks the proper demonstration that the necessary security clearances are in place to perform the requirements stated in the PWS.

APPENDIX 2 SECTION M EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD

A. The Government expects to award three (3) contracts(s) for the LOGCAP IV. The Government reserves the right to make fewer or more awards based on the quality and quantity of proposals received and/or funding availability (affordability) for this program. Award will be made to the offeror(s) whose proposal is determined to provide the best value to the Government. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher priced Offeror outweighs the Cost/Price difference. Best value is determined by an integrated assessment of the following factors:

Management  
     Capability/Experience  
     Business Systems  
     Small Business Participation

Past Performance  
     No subfactors, but evaluation will consider Past Performance in the areas of Management Oversight, schedule, cost control, meeting small business subcontracting goals, and customer satisfaction on relevant contracts.



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- Technical (Scenario)
  - Feasibility and completeness of Scenario Approach
  - Ability to Handle Requirements Changes
- Cost/Price
  - Scenario evaluated cost
  - Annual program office cost
  - Financial Capability

B. The relative importance of the factors/subfactors are: Management Factor is more important than the Past Performance or Technical Factor, both of which are equal weight. Past Performance or Technical individually is more important than Cost/Price. All of the non-cost factors combined are significantly more important than Cost/Price. Management subfactors are in descending order of importance. Technical subfactors are equal in importance.

C. Awards may be made from the initial offers without discussions. Initial proposals should contain the Offerors best terms from a technical, management and price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held, discussions will only be held with those Offerors determined to be in the competitive range. Offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the report(s).

D. Separate from these evaluation factors and relative weights are these areas where the offeror must meet minimum standards to be considered for award.

1. Offerors must provide proof of a current U.S. Facility Clearance at the SECRET level IAW the DoDD 5220.22, National Industrial Security Program Operating Manual. This SECRET level clearance also applies to affiliates, team members/subcontractors, if they will have access to classified information. This must be provided at time of proposal.

Facility Clearance Determination

The following ratings will be used when assessing the Facility Clearance documentation of the offerors:

a. Acceptable: The contractors facility clearance documentation reflects the necessary security clearances to perform the requirements stated in the PWS.

b. Unacceptable: The contractors documentation either lacks the appropriate facility clearances or the documentation submitted by the contractor lacks the proper demonstration that the necessary security clearances are in place to perform the requirements stated in the PWS.

2. Financial Capability: The following ratings will be used when assessing the financial capability of the offerors:

a. Acceptable: The contractors financial condition, as represented in its data submitted in response to Section L (Paragraph L.7) of this RFP, demonstrates sufficient financial resources to complete the intended effort.

b. Unacceptable: The contractors financial condition, as represented in its data submitted in response to Section L (Paragraph L.7) of this RFP, demonstrates insufficient financial resources to complete the intended effort.

**M.2 Rejection of Unrealistic Offers**

The Government may reject any proposal that is considered to be unrealistic in terms of program commitments, Cost/Price or that is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the requirements stated in the solicitation.

**M.3 Solicitation Requirements, Terms and Conditions**

(1) Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors.

(2) Offerors are cautioned that failure to meet a requirement may result in an offer being ineligible for award and any exceptions taken the solicitation terms and conditions must be clearly identified and provide accompanying rationale for the exception.

**M.4 Evaluation Approach**

The content of written proposals, as well as information derived from discussions, if held, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. The use of data obtained from other sources in conducting performance risk assessments is addressed under Clause M.6.2.3.

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M.5. Government Furnished Property (GFP)

(a) The contracting officer shall, to the maximum practical extent, eliminate competitive advantage accruing to a contractor possessing Government production and research property. This is done by:

- (1) adjusting the offers of those contractors by applying, for evaluation purposes only, a rental equivalent evaluation factor or,
- (2) when adjusting offers is not practical, by charging the contractor rent for using the property. Applying a rental equivalent factor is not appropriate in awarding negotiated contracts when the contracting officer determines that using the factor would not affect the choice of contractors.

M.6 EVALUATION CRITERIA

M.6.1 Management Factor

The offerors will receive adjectival ratings for their proposals on the Management Factor. This relates to the quality of their proposal. They will also receive a proposal risk at the subfactor and factor level. It represents the degree of risk their proposed approach contains in meeting the contract requirements.

M.6.1.1 Capability/Experience

Proposals will be evaluated for the contractors capability to recruit personnel and vendors worldwide, hire and retain key people, execute rapid deployment, actions for operating in a foreign country and knowledge and ability to operate under foreign laws and customs, subcontract management, rapid expansion of requirements, cost control, property management, security oversight, and quality control. In addition to the contractor approaches for these areas, proposals will be evaluated based upon the extent the offerors experience relates to the capabilities identified in this paragraph. Evaluation of experience will consider the frequency, size and scope, and multiple simultaneous instances of providing this support.

M.6.1.2 Business Systems

The proposal will be evaluated based upon the extent to which the proposal demonstrates that the Offeror's proposed business systems are able to provide effective contract oversight and tracking. Evaluation will consider whether the business systems are Government approved or compliant, or are in the process of becoming approved/compliant. Evaluation will also consider offerors approach on how well these systems will track cost, subcontracts, equipment, and personnel in a contingency environment.

M.6.1.3 SMALL BUSINESS PARTICIPATION:

The proposal will be evaluated based upon the extent to which the proposal demonstrates how the offeror will utilize small business concerns to meet the goals stated in paragraph 3.(c) below.

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:
  - Small Business (SB)
  - Small Disadvantaged Business (SDB)
  - Women-Owned Small Business (WOSB)
  - Service Disabled Veteran-Owned Small Business (SDVOSB)
  - Historically Underutilized Business Zone Small Business (HUBZone)
2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB will be included in the evaluation of small business utilization.
3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:
  - (a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.
  - (b) The extent of Small Business participation in terms of value of the total contract.
  - (c) The extent to which the offeror provides detailed expalnation/documentation supporting the proposed participation percentages, or lack thereof. the goals for this procurement are as follows: Small Business: 15% of total contract value; Small Disadvantaged Business: 5% of total contract value; Woman Owned Small Business: 5% of total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: 3% of total contract value; Service Disabled Veteran Owned Small Business: 1% of total contract value.

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(d) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. The discussion and/or data provided by the offereors on past OCONUS small business utilization will further contribute to and substantiate the realism of their proposed utilization. This evaluation will include an assessment of:

(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB subcontracting goals on each relevant contract compared to the proposed percent of small business utilization to proposed total contract value.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment.

#### M.6.2 Past Performance Factor

The Past Performance Volume will be evaluated to assess the relative risk associated with the Offeror's likelihood of success in performing the solicitations requirements as indicated by the Offeror's record of past performance.

M.6.2.1 The Government will conduct a performance risk assessment based upon the quality of the Offeror's past performance and its proposal major subcontractors/team members, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed major subcontractors as it relates to all solicitation requirements.

M.6.2.2 Offerors will receive a performance risk rating of low risk, low moderate risk, moderate risk, high risk, or neutral risk. Offerors without a record of recent and relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, and will receive a "Neutral" rating for the past performance factor. More recent or relevant performance will have a greater impact on the risk assessment than less recent or relevant performance. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral" rating. Likewise, a more relevant past performance record may receive a better risk rating and be considered more favorably than a less relevant record of favorable performance.

M.6.2.3 Offerors are cautioned that in conducting the performance risk assessment, the government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not interview all sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the Government does not assume the duty to search for data to cure problems it finds in the proposals. The burden of providing thorough and complete past performance information rests with the offerors. Past performance information will be analyzed to determine if corrective measures to past problems were implemented and what the outcome of such measures are.

M.6.2.4 The Past Performance/Performance Risk Area has no individually weighted subfactors. Performance will be reviewed against the following areas:

- (a) Management Oversight
  - (i) rapid deployment
  - (ii) subcontract management
  - (iii) timely technical/cost revisions to quick requirements changes)
- (b) Meeting Schedules
- (c) Cost Control (Overruns/Underruns, Cost efficiencies/Initiatives)
- (d) meeting Small Business Subcontracting Goals
- (e) Customer Satisfaction on relevant contracts.

#### M.6.3 Technical (Scenario) Factor:

M.6.3.1 The offerors will receive adjectival ratings for their proposals on the Technical Factor. This relates to the quality of their proposal. They will also receive a proposal risk at the subfactor and factor level. It represents the degree of risk their proposed approach contains in meeting the contract requirements. The technical scenario areas to be evaluated are:

##### M.6.3.1.1 Feasibility and Completeness of Scenario Approach SUBFACTOR

**Name of Offeror or Contractor:**

The proposal will be evaluated on the extent to which the approach will reasonably achieve the support identified in scenario requirements and the PWS. Tied to the feasibility of the approach, the Government will also consider for completeness if the proposal addresses how all the requirements will be accomplished. The proposal will be evaluated strictly in accordance with its content as presented in the Offeror's proposal for the Technical Scenario. Evaluators will not assume the Offeror's performance will include areas of investigation or any effort not specified in its proposal.

M6.3.1.2 Ability to Handle Requirements Changes SUBFACTOR

The scenario proposal will be evaluated based upon the extent to which the Offeror's proposal demonstrates their ability to provide logistics solutions using developed management systems capability (change order accounting, project management, cost estimating, subcontract management, purchasing, quality, and property control) to process changes in task order requirements.

M.6.4 Cost/Price Factor

Cost Factor:

A cost/price analysis will be conducted for each offerors proposal. The following applies to that evaluation.

For the Firm Fixed Priced CLINs, cost analysis, along with technical and price analysis techniques, will be used to determine price reasonableness.

For the Reimbursable SubCLINs, cost analysis, along with technical analysis and price analysis techniques will be used to determine price reasonableness, and to perform cost realism to determine if the costs in an offerors proposal are realistic for the work to be performed. Cost realism will also be used as the basis for the development of Most Probable Cost Adjustments (MPCs) in order to determine the Governments best estimate of the cost of any contract that is most likely to result from an offerors proposal.

Both Firm Fixed Priced and Reimbursable portions of the proposal will be evaluated using tools described above to determine whether the proposal reflects a thorough understanding of the PWS; and whether the cost/price proposal is consistent with the unique methods of performance described in the offeror's technical/management proposal.

The methods of evaluation noted above may include the use of information form sources such as (but not limited to) the Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA), and other Government personnel.

As part of the cost/price evaluation, proposals may be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15-404-1(g) Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government. Proposals may be also evaluated for affordability to the Government.

The total evaluated price will be determined by adding the prices for all Firm Fixed Priced CLINs, including the MPC of Reimbursable SubCLINs, including all option years, and other price-related factors cited in the solicitation. (No MPC adjustments will be applied to Firm Fixed Priced CLINs.)

Cost may play an additional role since considerations of cost in terms of best value and affordability may be controlling in circumstances where two or more proposals are otherwise adjusted equal or when a technically superior proposal is at a cost that the Government cannot afford.